

SERFF Tracking Number: HARL-126750295 State: Arkansas
Filing Company: Hartford Life and Accident Insurance Company State Tracking Number: 46493
Company Tracking Number: GBD-1200_GCF_50 STATE REDRAFT_2010_08
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
Product Name: GCF_AR_HLA_DI_GBD-1200 (10/08)_2010_50 State Redraft
Project Name/Number: /

Filing at a Glance

Company: Hartford Life and Accident Insurance Company

Product Name: GCF_AR_HLA_DI_GBD-1200 SERFF Tr Num: HARL-126750295 State: Arkansas
(10/08)_2010_50 State Redraft

TOI: H11G Group Health - Disability Income SERFF Status: Closed-Approved- Closed State Tr Num: 46493

Sub-TOI: H11G.005 Combined Short Term and Long Term Co Tr Num: GBD-1200_GCF_50 STATE REDRAFT_2010_08 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Disposition Date: 11/08/2010

Authors: Nancy Foohey, Yolanda
Topps, Christine Paulson, Renee
Torrito, Kathie Read, Lisa Mona,
Michael Marinaro

Date Submitted: 08/13/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile: 06/15/2010

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer, Association,
Trust

Filing Status Changed: 11/08/2010

Explanation for Other Group Market Type:

State Status Changed: 11/08/2010

Deemer Date:

Created By: Lisa Mona

Submitted By: Nancy Foohey

Corresponding Filing Tracking Number:

Filing Description:

New Submission Group Disability Income Insurance

Form GBD-1200 (10/08) Group Disability Income Certificate

SERFF Tracking Number: HARL-126750295 State: Arkansas
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Form GBD-1000 A (10/08) series Policy of Incorporation
(See attached forms list)

Form PA-9394 (10/08) Amendatory Rider

We are submitting the enclosed forms for your review and approval on a general use basis. We have redrafted our Certificate forms to enhance consistency, clarity and readability.

These forms are new and are a redrafting of Certificate forms Disability Certificate Form GBD-1200 A.1, et al., approved by your Department on November 5, 2003, under Tracking No. 24416 and Policy of Incorporation (POI) forms GBD-1000 approved by your Department on November 5, 2003, under Tracking No. 24416. These forms do not replace any forms on file with your Department.

The forms included in this filing are intended for use with eligible group policyholders, including but not limited to employer-employee groups, association/affinity groups and union groups as defined and allowed by the laws and regulations of your state.

The Policy of Incorporation (POI) consists of a face page and insert pages. Each page comprising the POI is identified by a form number in the bottom left hand corner. When the Policy of Incorporation is assembled, it will retain the form number on the bottom of each page. The Certificate of Insurance and Amendatory Rider will be incorporated into and made part of the POI. The POI, issued on Form GBD-1000 A (10/08) will also be submitted under a separate cover letter to the Life bureau for review for use with life insurance coverage. To help you easily identify the pages for your review and approval, a list of the pages with form numbers is included.

The Certificate of Insurance is presented for filing in modular format with each module assigned a separate number. We reserve the right to change the order of the modules and placement of the sections so that they may appear in a different order from what is filed. Additionally, we reserve the right to relocate modules from the Definitions section to another section within the Certificate of Insurance. When the Certificate of Insurance is assembled, the basic form number will appear on the face page of the Certificate of Insurance and the pages will be run in continuous text, without the module numbers. When the Amendatory Rider as referenced in the forms listing above is produced, the form number will appear on the lower left corner on the first page of the Amendatory Rider. A list of the modules and forms is included.

Variable language in the Policy of Incorporation, Certificate of Insurance and Amendatory Rider forms is indicated by brackets. Language within brackets may or may not be included or we may make additions to, deletions from, or otherwise change the language within the brackets as defined and allowed by the laws and regulations of your state.

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Commonly accepted rules of grammar, punctuation and formatting will be applied to the Certificate of Insurance and Amendatory Rider. Words that are defined terms will be capitalized throughout the Certificate of Insurance and Amendatory Rider where appropriate. If a definition is not used, the corresponding words will not be capitalized. Numbers may be expressed in alpha or numeric format. Lists will be renumbered/relettered and moved to the appropriate location within the list. When text within the bracketed areas is deleted, spacing will be appropriately adjusted. When variable text from a page or pages is not included in the Certificate of Insurance, which would cause a blank page or blank pages to print, the blank page(s) will be removed from the Certificate of Insurance.

The Amendatory Rider as referenced in the forms listing above amends Certificates of Insurance as defined and allowed by the laws and regulations of your state. These amendments include but are not limited to accommodations of policyholder plan features and changes, or providing state specific requirements. For policies situated in your state insuring residents of other states, the Amendatory Rider provides state specific requirements mandated by those other states for their residents. For policies not issued in your state, the Amendatory Rider provides state specific requirements mandated by your state for your residents when insured under a policy situated in another state.

If you have any questions or comments, please call me at (860) 843-8311. If it would be more convenient to fax or email your comments, my fax number is (860) 392-3848 and my email address is Renee.Torrito@hartfordlife.com.

Thank you in advance for your consideration. We look forward to your approval in the near future.

Company and Contact

Filing Contact Information

Lisa Mona, Lisa.Mona@hartfordlife.com
200 Hopmeadow St. 860-843-3641 [Phone]
Simsbury, CT 06089

Filing Company Information

Hartford Life and Accident Insurance Company	CoCode: 70815	State of Domicile: Connecticut
200 Hopmeadow Street	Group Code: 91	Company Type: Life
Simsbury, CT 06089	Group Name:	State ID Number:
(860) 547-5000 ext. [Phone]	FEIN Number: 06-0838648	

Filing Fees

SERFF Tracking Number: HARL-126750295 *State:* Arkansas
Filing Company: Hartford Life and Accident Insurance Company *State Tracking Number:* 46493
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Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: Policy/Certificate package \$50
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Hartford Life and Accident Insurance Company	\$50.00	08/13/2010	38760888
Hartford Life and Accident Insurance Company	\$50.00	08/20/2010	38903773

SERFF Tracking Number: HARL-126750295 State: Arkansas

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Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	11/08/2010	11/08/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	08/19/2010	08/19/2010	Renee Torrito	08/20/2010	08/20/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Follow-up	Note To Reviewer	Michael Marinaro	11/02/2010	11/02/2010

SERFF Tracking Number: *HARL-126750295* *State:* *Arkansas*
Filing Company: *Hartford Life and Accident Insurance Company* *State Tracking Number:* *46493*
Company Tracking Number: *GBD-1200_GCF_50 STATE REDRAFT_2010_08*
TOI: *H11G Group Health - Disability Income* *Sub-TOI:* *H11G.005 Combined Short Term and Long Term*
Product Name: *GCF_AR_HLA_DI_GBD-1200 (10/08)_2010_50 State Redraft*
Project Name/Number: */*

Disposition

Disposition Date: 11/08/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HARL-126750295 State: Arkansas

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Product Name: GCF_AR_HLA_DI_GBD-1200 (10/08)_2010_50 State Redraft

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Disability Income Module List	Approved-Closed	Yes
Supporting Document	Policy of Incorporation Forms List	Approved-Closed	Yes
Form	Group Disability Income Insurance	Approved-Closed	Yes
Form	Policy of Incorporation	Approved-Closed	Yes

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Project Name/Number: /

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 08/19/2010
Submitted Date 08/19/2010
Respond By Date
Dear Lisa Mona,

This will acknowledge receipt of the captioned filing.

Objection 1

- Group Disability Income Insurance, Form GBD-1200 (10/08) (Form)
- Policy of Incorporation, Form GBD-1100 (10/08) (Form)

Comment:

Our filing fees under Rule and Regulation 57 has been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

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Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/20/2010
Submitted Date 08/20/2010

Dear Rosalind Minor,

Comments:

This is in regard to your Objection dated 8/19/2010.

Response 1

Comments: I've submitted the requested additional \$50 for this submission.

Related Objection 1

Applies To:

- Group Disability Income Insurance, Form GBD-1200 (10/08) (Form)
- Policy of Incorporation, Form GBD-1100 (10/08) (Form)

Comment:

Our filing fees under Rule and Regulation 57 has been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$100.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We look forward to your continued review.

SERFF Tracking Number: *HARL-126750295* *State:* *Arkansas*
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Company Tracking Number: *GBD-1200_GCF_50 STATE REDRAFT_2010_08*
TOI: *H11G Group Health - Disability Income* *Sub-TOI:* *H11G.005 Combined Short Term and Long Term*
Product Name: *GCF_AR_HLA_DI_GBD-1200 (10/08)_2010_50 State Redraft*
Project Name/Number: */*

Sincerely,

Christine Paulson, Kathie Read, Lisa Mona, Michael Marinaro, Nancy Foohey, Renee Torrito, Yolanda Topps

SERFF Tracking Number: *HARL-126750295* *State:* *Arkansas*
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Product Name: *GCF_AR_HLA_DI_GBD-1200 (10/08)_2010_50 State Redraft*
Project Name/Number: */*

Note To Reviewer

Created By:

Michael Marinaro on 11/02/2010 08:40 AM

Last Edited By:

Rosalind Minor

Submitted On:

11/08/2010 02:42 PM

Subject:

Follow-up

Comments:

We would like to obtain the status of the captioned submission. We made a correction to the filing fee in August that you noted in your objection dated August 19, 2010. Any information you can provide us at this time will be welcome.

Redards,

Michael Marinaro

Compliance Specialist

SERFF Tracking Number: HARL-126750295 State: Arkansas

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Product Name: GCF_AR_HLA_DI_GBD-1200 (10/08)_2010_50 State Redraft

Project Name/Number: /

Form Schedule

Lead Form Number: Form GBD-1200 (10/08)

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 11/08/2010 (10/08)	Form GBD-1200 (10/08)	Certificate	Group Disability Income Insurance	Initial		40.500	AR_Certificate_DI_GBD-1200 (10-08)_HLA.pdf
Approved-Closed 11/08/2010 (10/08)	Form GBD-1100 (10/08)	Policy/Contract/ Fraternal Certificate	Policy of Incorporation	Initial		42.300	AR_Policy_Form_POI_GBD-1000 (10-08)_HLA.pdf



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

[200 Hopmeadow Street
Simsbury, Connecticut 06089]
(A stock insurance company)

CERTIFICATE OF INSURANCE

[[Policyholder]: ABC Policyholder]

[[Policy] Number: GLT-123456]

[[Policy] Effective Date: January 1, 2009]

[[Policy] Anniversary Date: January 1, 2010]

[[Participating] [Employer]: ABC Employer]

[Account Number: 1234567]

[[Participating] [Employer] Effective Date: May 1, 2009]

[[Participating] [Employer] Anniversary Date: May 1, 2010]

We have issued The [Policy] to [the Policyholder] [to extend coverage to eligible [Employees] of each [Participating] [Employer]]. Our name, [the Policyholder's] name [, the [Participating] [Employer's] name,] and the [Policy] Number] are shown above. The provisions of The [Policy], which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The [Policy]. The [Policy] alone is the only contract under which payment will be made. Any difference between The [Policy] and this certificate will be settled according to the provisions of The [Policy] on file with Us at Our home office. The [Policy] may be inspected at the office of [the Policyholder].

[Signed for the Company

Ricardo A. Anzaldua, Secretary

John C. Walters, President

]

[READ YOUR CERTIFICATE CAREFULLY

You have a 30 day right from Your original Certificate Effective Date to examine Your certificate. If You are not satisfied, You may return it to Us within 30 days of Your original Certificate Effective Date. In that event, We will consider it void from its Effective Date and any premiums paid will be refunded. Any claims paid under The [Policy] during the initial 30 day period will be deducted from the refund.]

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The [Policy] or refers to a specific provision contained herein.

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[GBD-1200 A01 (10/08)]

[SCHEDULE OF INSURANCE]

The [Policy] of short term Disability insurance provides You with short term income protection if You become Disabled from a covered Injury, Sickness or pregnancy. **Please refer to Your group enrollment form to see the Option that applies to You.**

The benefits described herein are those in effect as of January 1, 2010.

Cost of Coverage:

Option 1 - Depending upon the coverage for which You are enrolled, You do not contribute toward the cost of coverage under Option 1.

Option 2 - Depending upon the coverage for which You are enrolled, You must contribute toward the cost of coverage under Option 2.

Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The [Policy].

Disclosure of Services:

In addition to the insurance coverage, [the Policyholder] may offer noninsurance benefits and services to Active [Employees] based on [the Policyholder's] plan design, programs and/or leave arrangements.

Disclosure of Payment to [the Policyholder]:

We have agreed to make payment to [the Policyholder] for reimbursement of cost(s) associated with:

- 1) audit;
- 2) marketing communication services; and
- 3) other administrative expenses.

Eligible Class(es) For Coverage:

Class 1 All Full-time Active [Employees] who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal [employees].

Class 2 All Part-time Active [Employees] who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal [employees].

Full-time Employment: at least 30 hours weekly
Part-time Employment: at least 20 hours weekly

Annual Enrollment Period: From November 1st through November 30th

Eligibility Waiting Period for Coverage:

- 1) 30 days – if You are working for [the Employer] on the [Policy] Effective Date; or
- 2) 90 days – if You start working for [the Employer] after the [Policy] Effective Date.

The time period(s) referenced above are continuous.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active [Employee] with [the Employer] under the Prior Policy.

Benefits Commence:

- 1) for Disability caused by Injury: on the 1st day of Total Disability or Disabled and Working;
- 2) for Disability caused by Sickness: on the 8th day of Total Disability or Disabled and Working;
- 3) with the exception of benefits required by state law, the expiration of any [Employer] sponsored salary continuation program.

For hospital confinements of 24 hours or more, or for an Outpatient Surgical Procedure which necessitates a Total Disability period or a Disabled and Working Disability period of 24 hours or more after surgery, benefits commence:

- 1) on the first day of hospital confinement; or
- 2) on the date of the Outpatient Surgical Procedure.

However, if You elected to receive [Weekly] Benefit payments according to the 9 month pay schedule established by Your

employment contract in effect immediately prior to the date of Your Disability, and the Benefits Commence period begins during a non-pay period under Your employment contract, Benefits Commence on the first day You were expected to report to work but were unable to do so as a result of Your Disability.

If You elected to receive [Weekly] Benefits on a 12 month pay schedule, and the Benefits Commence Period begins during a non-work period for which You have already received or expect to receive compensation from [Your Employer], Your Benefits Commence on the first day You were expected to report to work but were unable to do so as a result of Your Disability.

[Weekly] Benefit: The lesser of:

- 1) 60% of Your Pre-disability Earnings; or
 - 2) \$1,000;
- reduced by Other Income Benefits.

However, if Your [Weekly] Benefit is paid according to the 9 month pay schedule established by Your employment contract in effect prior to the date of Your Disability, We will annualize any Other Income Benefit received and deduct a pro-rated amount of that Other Income Benefit according to the same pay schedule.

Minimum [Weekly] Benefit: \$1,025

Maximum Duration of Benefits Payable:

- 1) if Your Disability is the result of a Pre-existing Condition: 4 weeks if caused by Injury or Sickness; otherwise
- 2) 26 weeks if caused by Injury; or
- 3) 25 weeks if caused by Sickness

If Your [Weekly] Benefit is paid according to the 9 month pay schedule established by Your employment contract in effect immediately prior to the date of Your Disability, We will count unpaid weeks in June towards the Maximum Duration of Benefits.

Additional Benefits:

Disabled and Working Benefit

see benefit

Rehabilitative Employment Benefit

see benefit]

[GBD-1200 B01 (10/08)]

[SCHEDULE OF INSURANCE]

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Disability Income Insurance

[Participating] [Entity]: ABC Entity

[POLICYHOLDER]: ABC

Policyholder

[POLICY] NUMBER: AGP-1234

YOUR NAME: John Doe

[POLICY] AGE LIMIT:

Age 60

CERTIFICATE NUMBER:

(123456) GLT 1.01

FIRST PREMIUM: \$12.00

RENEWAL PREMIUM: \$13.00

RENEWAL PREMIUM PERIOD:

January 1, 2010 – December 31,
2011

CERTIFICATE EFFECTIVE DATE:

January 1, 2009

SCHEDULE EFFECTIVE DATE:

January 1, 2009

RENEWAL PREMIUM DUE DATE:

December 31, 2009

Premiums may change on any renewal date, and will always increase on the renewal date occurring on or next following the date a person covered under The [Policy] attains Ages 30, 35, 40, 45, 50, 55, 60, and 65.

Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The [Policy].

Disclosure of Services:

In addition to the insurance coverage, [the Policyholder] may offer noninsurance benefits and services to Active [Members] based on [the Policyholder's] plan design, programs and/or leave arrangements.

Disclosure of Payment to [the Policyholder]:

We have agreed to make payment to [the Policyholder] for reimbursement of cost(s) associated with:

- 1) audit;
- 2) marketing communication services; and
- 3) other administrative expenses.

Total Disability Benefit

[Monthly] Benefit: \$2,500

The [Monthly] Benefit payable will be subject to the Offset Provision shown below. In no event will the [Monthly] Benefit elected exceed 60% of Your Pre-Disability Earnings.

Offset Provision:

The benefit amount payable as the result of Your Total Disability will be the lesser of:

- 1) the [Monthly] Benefit; or
- 2) 60% of Your Pre-Disability Earnings minus:
 - a) any Other Income Benefits, including those for which You could collect but did not apply; and
 - b) all other income from any [employer] or for any work.

However, if Your [Monthly] Benefit would reduce to less than \$50 per [month] due to Other Income Benefits, then the minimum [Monthly] Benefit under The [Policy] will be \$50 per [month].

Maximum Payment Period:

For Disability beginning:

- 1) before age 61: 5 years
- 2) age 61 or over but under 62: 4 years
- 3) age 62 or over but under 63: 3 years
- 4) age 63 or over but under 70: 2 years

The [Monthly] Benefit will be paid for the longer of:

- 1) the period shown in the above table; or
- 2) to Your Normal Retirement Age under the most recent amendments to the United States Social Security Act.

However, the Maximum Payment Period may be reduced due to Mental Illness or Substance Abuse as specified in the Total Disability Benefit and Disabled and Working Benefit.

Elimination Period: 3 months

Guaranteed Issue Plan

[Monthly] Benefit: \$500

Maximum Payment Period:

For Disability, as a result of an accident, beginning:

- | | |
|---------------------------------|---------|
| 1) before age 61: | 5 years |
| 2) age 61 or over but under 62: | 4 years |
| 3) age 62 or over but under 63: | 3 years |
| 4) age 63 or over but under 70: | 2 years |

For Disability, as a result of a sickness: 1 year

However, the Maximum Payment Period may be reduced due to Mental Illness or Substance Abuse as specified in the Total Disability Benefit and Disabled and Working Benefit.

Elimination Period: 90 days

Reduction in [Monthly] Benefit Based on Age:

On the premium due date on or next following the date You:

- 1) attains age 60, if Your [Monthly] Benefit is greater than \$3,000, it will reduce to \$3,000; and
- 2) attains age 65, if Your [Monthly] Benefit is greater than \$1,000, it will reduce to \$1,000;

with an appropriate adjustment in premium.

Any reduction in coverage will not apply to any period of continuous Disability that began prior to the effective date of the reduction.

Additional Benefits:

Disabled and Working Benefit

see benefit

Minimum Indemnities for Specified Injuries

see benefit

Accidental Death and Dismemberment Benefit

Principal Sum: \$2,500

Rehabilitative Employment Benefit

see benefit

[GBD-1200 B02 (10/08)]

Survivor Income Benefit

see benefit

Hospital Income Benefit

Daily Benefit: \$150

Maximum Payment Period: 365 days

Critical Illness Benefit

see benefit

Cost of Living Adjustment Benefit

see benefit

Business Office Overhead Expense Benefit

[Monthly] Benefit: \$100

Maximum Payment Period: 2 years
Elimination Period: 15 days

Ability Plus Benefit

see benefit

Automatic Increase Benefit

see benefit

Note - This Is Not A Premium Notice]

[GBD-1200 B03 (10/08)]

[SCHEDULE OF INSURANCE]

The [Policy] of long term Disability insurance provides You with long term income protection if You become Disabled from a covered injury, sickness or pregnancy. **Please refer to Your group enrollment form to see the Option that applies to You.**

The benefits described herein are those in effect as of January 1, 2010.

Cost of Coverage:

Option 1 - Depending upon the coverage for which You are enrolled, You do not contribute toward the cost of coverage under Option 1.

Option 2 - Depending upon the coverage for which You are enrolled, You must contribute toward the cost of coverage under Option 2.

Disclosure of Fees:

We may reduce or adjust premiums, rates, fees and/or other expenses for programs under The [Policy].

Disclosure of Services:

In addition to the insurance coverage, [the Policyholder] may offer noninsurance benefits and services to Active [Employees] based on [the Policyholder's] plan design, programs and/or leave arrangements.

Disclosure of Payment to [the Policyholder]:

We have agreed to make payment to [the Policyholder] for reimbursement of cost(s) associated with:

- 1) audit;
- 2) marketing communication services; and
- 3) other administrative expenses.

Eligible Class(es) For Coverage:

Class 1 All Full-time Active [Employees] who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal [employees].

Class 2 All Part-time Active [Employees] who are citizens or legal residents of the United States, its territories and protectorates; excluding temporary, leased or seasonal [employees].

Full-time Employment: at least 30 hours weekly

Part-time Employment: at least 20 hours weekly

Annual Enrollment Period: From November 1st through November 30th

Eligibility Waiting Period for Coverage:

- 1) 30 days – if You are working for [the Employer] on the [Policy] Effective Date; or
- 2) 90 days – if You start working for [the Employer] after the [Policy] Effective Date.

The time period(s) referenced above are continuous.

The Eligibility Waiting Period for Coverage will be reduced by the period of time You were a Full-time or Part-time Active [Employee] with [the Employer] under the Prior [Policy].

Elimination Period:

Option 1: 180 day(s)

Option 2: 90 day(s)

However, if You elected to receive [Monthly] Benefit payments according to the 9 month pay schedule established by Your employment contract in effect immediately prior to the date of Your Disability and You satisfy the Elimination Period during a non-pay period under Your employment contract, the Elimination Period will be extended to the first date after that non-pay period that You were expected to report to work, but were unable to do so as a result of Your Disability.

If You elected to receive [Monthly] Benefits on a 12 month pay schedule and You satisfy the Elimination Period during a non-work period for which You have already received or expect to receive compensation from Your [Employer], the

Elimination Period will be extended to the first date You were expected to report to work, but were unable to do so as a result of Your Disability.

Maximum [Monthly] Benefit:

Option 1: Guarantee Issue Amount: \$1,000
Option 2: Maximum Benefit Amount \$2,000

The [Monthly] Benefit payable will be subject to reduction by Other Income Benefits received as a result of the period of Disability for which You are claiming benefits under The Policy. If Your [Monthly] Benefit is paid according to the 9 month pay schedule established by Your employment contract in effect prior to the date of Your Disability, We will annualize any Other Income Benefits received and deduct a pro-rated amount of that Other Income Benefit according to the same pay schedule.

Guaranteed Issue Amount: \$1,000

Minimum [Monthly] Benefit: The greater of:

- 1) \$100; or
- 2) 10% of the benefit based on [Monthly] Income Loss before the deduction of Other Income Benefits.

Initial Benefit Period:

The first 30 months of Disability

Initial Benefit Period Percentage:

Option 1: 60%
Option 2: 70%

Continuing Benefit Period:

That part of a period of Disability that extends beyond the Initial Benefit Period.

Continuing Benefit Period Percentage:

Option 1: 40% of Pre-disability Earnings
Option 2: 50% of Pre-disability Earnings

Secondary Benefit Percentage: 70%

Maximum Duration of Benefits

Maximum Duration of Benefits Table

Age When Disabled	Benefits Payable
Prior to Age 62	To Age 65, or for 48 months, if greater
Age 62	48 months
Age 63	42 months
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

If Your [Monthly] Benefit is paid according to the 9 month pay schedule established by Your employment contract in effect immediately prior to the date of Your Disability, We will count unpaid months in June towards the Maximum Duration of Benefits.

Additional Benefit:

Family Care Credit Benefit

see benefit

Cost-Of-Living Adjustment

see benefit

Survivor Income Benefit

see benefit

Extended Earnings Protection Benefit

see benefit

Workplace Modification Benefit

see benefit

Pension Contribution Benefit

see benefit

Infectious and Contagious Disease Benefit

see benefit

Ability Plus Benefit

see benefit

Accidental Dismemberment and Loss of Sight Benefit

see benefit

Business Protection Benefit

see benefit]

[GBD-1200 B04 (10/08)]

ELIGIBILITY AND ENROLLMENT

[Eligible Persons: *[Who is eligible for coverage?]*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.]

[GBD-1200 D01 (10/08)]

[Eligibility for Coverage: *[When will I become eligible?]*

You will become eligible for coverage on the later of:

- 1) the [[Policy] Effective Date]; or
- 2) [the date] on which You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable].]

[GBD-1200 D02 (10/08)]

[Enrollment: *[How do I enroll for coverage?]*

[[For coverage under Option 1,] all eligible Active [Employees] will be enrolled automatically by [the Employer].]

[[For coverage under [Option 2], You must enroll.] To enroll [for coverage] You must:

- 1) complete and sign a group insurance enrollment form which is satisfactory to Us; and
- 2) deliver it to [Your Employer].

[You have the option to enroll by [voice recording or electronically]. [Your Employer] will provide instructions.]]

[If You do not enroll within [30] days after becoming eligible under The [Policy], or if You were eligible to enroll under the Prior [Policy] and did not do so, and later choose to enroll [or if You enroll for a [Monthly] Benefit Amount greater than the Guaranteed Issue Amount]:

- 1) [You must give Us Evidence of Insurability satisfactory to Us]; and
- 2) You may only enroll:
 - a) during [an Annual Enrollment Period designated by [the Policyholder]]; or
 - b) within [30] days of the date You have a Change in Family Status].]

[The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.]]

[GBD-1200 D03 (10/08)]

[Evidence of Insurability: *[What is Evidence of Insurability and what happens if Evidence of Insurability is not*

satisfactory to Us?]

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination[, if requested];
- 3) attending Physicians' statements; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at [Your] expense. We will then determine if You are insurable under The [Policy].

If Your Evidence of Insurability is not satisfactory to Us[:

- 1) Your [Monthly] Benefit will equal the amount for which You were eligible without providing Evidence of Insurability, provided You enrolled within [31] days of the date You were first eligible to enroll; and
- 2) You will not be covered under The [Policy] if You enrolled more than [31 days] after the date You were first eligible to enroll].]

[GBD-1200 D04 (10/08)]

[Change in Family Status: [What constitutes a Change in Family Status?]

A Change in Family Status occurs when[:

- 1) You get married [or You execute a domestic partner affidavit];
- 2) You and Your spouse [divorce] [or You terminate a domestic partnership];
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse [or domestic partner] dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse [or domestic partner] is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time].]

[GBD-1200 D05 (10/08)]

PERIOD OF COVERAGE

[Effective Date: [When does my coverage start?]

[[If You are not required to contribute toward The [Policy's] cost,] Your coverage will start:

- 1) [for benefit amounts not requiring Evidence of Insurability,] on [the date] You become eligible[; or
- 2) for benefit amounts requiring Evidence of Insurability, on [the date] We approve such evidence].]

[[If You must contribute toward The [Policy's] cost,] Your coverage will start [on the earliest of]:

- 1) [the date] You become eligible, [for benefit amounts not requiring Evidence of Insurability,] if You enroll or have enrolled by then;
- 2) [the date] on which You enroll, [for benefit amounts not requiring Evidence of Insurability,] if You do so within [30] days after the date You are eligible;
- 3) [[the date] We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability;][or
- 4) [the first day of the month] following the Annual Enrollment Period if You enroll, [for benefit amounts not requiring Evidence of Insurability,] during an Annual Enrollment Period].]

[GBD-1200 E01 (10/08)]

[Effective Date: [When does my coverage start?]

You [or Your Spouse] will become covered under The [Policy] on [the Certificate Effective Date] shown in the Schedule of Insurance [and subject to:

- 1) payment of the required premium; and
- 2) the Deferred Effective Date provision].]

[GBD-1200 E02 (10/08)]

[Effective Date: [When does my coverage start?]

When You [or Your Spouse] give Us a satisfactory application and pay the required premium for coverage, then You [or Your Spouse] will become covered under The [Policy] on the later of:

- 1) [the [[Policy] Effective Date]];
- 2) the [first day of the month on or next following the] date We receive the request; or
- 3) if evidence of insurability is required, the [first day of the month on or next following the] date:

- a) We determine that You [or Your Spouse] are insurable; or
- b) with respect to the Guaranteed Issue Plan, the date We determine that You [or Your Spouse] are insurable only under such plan];

subject to the Deferred Effective Date provision]. [However, Your Spouse's coverage will not become effective prior to the date Your coverage becomes effective.]]

[GBD-1200 E03 (10/08)]

[Deferred Effective Date: *[When will my effective date for coverage or a change in my coverage be deferred?]*

If on the date You [or Your Spouse] are to become covered[:

- 1) under The [Policy];
- 2) for increased benefits; or
- 3) for a new benefit;]

and You [or Your Spouse] are not Actively at Work on that date, coverage will not begin until the [first day of the month on or next following the] date You [or he or she] are Actively at Work for [3] months.]

[GBD-1200 E04 (10/08)]

[Deferred Effective Date: *[When will my effective date for coverage or a change in my coverage be deferred?]*

If You are absent from work due to:

- 1) accidental bodily injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) [pregnancy];

on the date Your insurance[, or increase in coverage,] would otherwise have become effective, Your insurance[, or increase in coverage] will not become effective until [the date You are Actively at Work one full day].]

[GBD-1200 E05 (10/08)]

[Changes in Coverage: *[Can I change my benefit [options]?]*

If You give Us a [written] request for a change in coverage for which You [or Your Spouse] are eligible[, including a request to increase coverage because Your earnings increased,] and pay the required premium, the change will become effective on [the first day of the month on or next following] [the later of:

- 1) [the date] We receive the [written] request; or
- 2) if an application is required, [the date] We determine that You [or Your Spouse] are insurable].

[If the request increases coverage, the amount of the increase will be subject to the Deferred Effective Date provision.]

[If Your Pre-disability Earnings decrease by [\$500] or more, Your [Monthly] Benefit will reduce by [\$1,250] effective on the first premium due date following the decrease. You must notify Us of such decrease within [90] days of its occurrence. Any overpayment of premium resulting from a decrease in the [Monthly] Benefit will be refunded on a pro-rata basis, but not beyond two years from the date of the decrease.]]

[GBD-1200 E06 (10/08)]

[Changes in Coverage: *[Can I change my benefit options?]*

[[You may change Your benefit option [only:

- 1) during an Annual Enrollment Period; or
- 2) within [30] days of a Change in Family Status.]]

[At such time] You may decrease coverage, or increase coverage to a higher option. [An increase in coverage [that is greater than the next higher option from Your current coverage] will be subject to Your submission of an application that meets Our approval.]]

[Any such increase in coverage is subject to the [following provisions]]:

- 1) Deferred Effective Date; and
- 2) Pre-existing Conditions Limitations].]

[When will a requested change in benefit option take effect?]

[If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:

- 1) [the first day of the month] following the Annual Enrollment Period; or
- 2) [the date] We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability].]

[If You enroll for a change in benefit option within [30] days following a Change in Family Status, the change will take effect on the later of:

- 1) [the date] You enroll for the change[; or
- 2) [the date] We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability].]

[Any such increase in coverage is subject to the [following provisions]]:

- 1) Deferred Effective Date; and
- 2) Pre-existing Conditions Limitations].]

[Do coverage amounts change if there is a change in [my class or my rate of pay]?]

[Your coverage may increase or decrease on [the date] there is a change in [Your class or Pre-disability Earnings].

However, no increase in coverage will be effective unless on that date You:

- 1) are an Active [Employee]; and
- 2) are not absent from work due to being Disabled. If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Pre-disability Earnings will become effective until [the date] We receive notice of the change.]

[What happens if [the Employer] changes The [Policy]?]

[Any increase or decrease in coverage because of a change in The [Policy] will become effective on [the date] of the change[, subject to the following provisions]]:

- 1) the Deferred Effective Date provision; and
- 2) Pre-existing Conditions Limitations].]

[GBD-1200 E07 (10/08)]

[Continuity From A Prior [Policy]: *[Is there continuity of coverage from a Prior [Policy]?]*

[If You were]:

- 1) insured under the Prior [Policy]; and
- 2) [not eligible to receive] benefits under the Prior [Policy];]

on the day before [the Policy Effective Date], the Deferred Effective Date provision will not apply.]

[Is my coverage under The [Policy] subject to the Pre-existing Condition Limitation?]

[If You become insured under The [Policy] on [the Policy Effective Date] and were covered under the Prior [Policy] on the day before [the Policy Effective Date], the Pre-existing Conditions Limitation will end on the earliest of:

- 1) [the Policy Effective Date], if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior [Policy]; or
- 2) the date the restriction would have ceased to apply had the Prior [Policy] remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior [Policy].]

[The amount of the [Monthly] Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:

- 1) the [Monthly] Benefit which was paid by the Prior [Policy]; or
- 2) the [Monthly] Benefit provided by The [Policy].]

[The Pre-existing Conditions Limitation will apply after [the Policy Effective Date] to the amount of a benefit increase which results from a change from the Prior [Policy] to The [Policy], a change in benefit options, a change of class or a change in The [Policy].]

[Do I have to satisfy an Elimination Period under The [Policy] if I was Disabled under the Prior [Policy]?]

[If You received [monthly] benefits for disability under the Prior [Policy], and You returned to work as a [Full-time] Active [Employee] before [the Policy Effective Date], then, if within [6 months] of Your return to work:

- 1) You have a recurrence of the same disability while covered under The [Policy]; and
- 2) there are no benefits available for the recurrence under the Prior [Policy];

the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior [Policy].]

[GBD-1200 E08 (10/08)]

[Continuity From A Prior [Policy]: *[Is there continuity of coverage from a Prior [Policy]?]*

We will automatically cover You [[or] Your Spouse] under The [Policy], subject to:

- 1) payment of the required premium; and
- 2) all the provisions and conditions of The [Policy].

Your [[or] Your Spouse's] coverage will become effective on [[the [Policy] Effective Date]].

The [Monthly] Benefit, Maximum Payment Period and Elimination Period for You [[or] Your Spouse] in The [Policy] will most closely approximate those afforded under the Prior [Policy] on [[the [Policy] Effective Date]].

A period of Total Disability [or Disabled and Working], including any applicable Elimination Period under the Prior [Policy], which began prior to [[the [Policy] Effective Date]] will be eligible for coverage only under the Prior [Policy]. Benefits under The [Policy] will not be payable for a period of Total Disability [or Disabled and Working] which began before [[the [Policy] Effective Date]]. A period of Total Disability [or Disabled and Working], including any applicable Elimination Period under The [Policy], which begins on or after [[the [Policy] Effective Date]] will be eligible for coverage under The [Policy].

Successive periods of Total Disability [or Disabled and Working] which are:

- 1) due to the same or related causes; and
- 2) not separated by a period of [6 months] or longer;

will be considered one period of Total Disability [or Disabled and Working] and will be payable under the Prior [Policy].

[If any disability was excluded or limited by a pre-existing condition provision of the Prior [Policy], or by a health impairment waiver or rider, of the Prior [Policy], the exclusion or limitation for that disability will continue to apply under The [Policy] to the extent it was excluded or limited under the Prior [Policy].]

We will not cover You [[or]Your Spouse] for any loss or Disability under The [Policy] resulting from Your [or his or her] Disability which the Prior [Policy] excluded by name or specific description.

Any Evidence of Insurability required will not apply to You [[or] Your Spouse] if You [or he or she] are covered under the Prior [Policy] on the day prior to [the Effective Date of The [Policy]].

The [Policy] means [Policy] Number [123456] issued by Us.

Prior [Policy] means [Policy] Number [123456] issued by [ABC Insurance Company].]

[GBD-1200 E09 (10/08)]

[Termination: *When will my coverage end?*]

Your coverage will end on the earliest of the following:

- 1) [the date] The [Policy] terminates;
- 2) [the date] The [Policy] no longer insures Your class;
- 3) [the date] premium payment is due but not paid;
- 4) [the last day of the period for which You make any required premium contribution;]
- 5) [the date] [Your Employer] terminates Your employment;
- 6) [the date] You cease to be a [Full-time] Active [Employee] in an eligible class for any reason; or
- 7) [[the date] [Your Employer] ceases to be a [Participating] [Employer]];

unless continued in accordance with any of the Continuation Provisions].]

[GBD-1200 E10 (10/08)]

[Termination: *When will my coverage end?*]

Your coverage [and Your Spouse's coverage] will end on the earliest of:

- 1) [the date] The [Policy] terminates;
- 2) [the date] [the Policyholder] withdraws its sponsorship of, or cancels, The [Policy];
- 3) [the premium due date on or next following the date]:
 - a) You cease to be an active [member] of [the Policyholder]; or
 - b) You [or Your Spouse] attain [the [Policy] Age Limit];
- 4) [the date] You [or Your Spouse] cease to be Actively at Work, except due to disability covered by The [Policy] [or temporary layoff or leave of absence, Family or Medical Leave or Strike or Labor Dispute, as described herein];
- 5) [the date] the [Participating] [Employer] ceases to participate;
- 6) the premium due date any required premium contribution is not made, subject to the Individual Grace Period; or
- 7) with respect to Your Spouse's coverage, the premium due date he or she is legally separated or divorced from You].

[However, if Your Spouse's coverage would terminate because of Your death, coverage will continue until the premium due date on or next following Your death [unless continued in accordance with the Surviving Spouse Continuation provision].]

[Individual Grace Period: *[What happens if I pay my premiums late?]*

You will be allowed an Individual Grace Period of [31] days from the premium due date for payment of each premium due after the initial premium. Your insurance will be continued during the Individual Grace Period.

The Individual Grace Period will not continue coverage beyond a date shown in the Termination provision.]

[GBD-1200 E12 (10/08)]

[Continuation Provisions: *[Can my coverage be continued beyond the date it would otherwise terminate?]*

Coverage can be continued by [Your Employer] beyond a date shown in the Termination provision, if [Your Employer] provides a plan of continuation which applies to all [employees] the same way. Continued coverage:

- 1) [is subject to any reductions in The [Policy]];
- 2) [is subject to payment of premium [by [the Employer]]]; and
- 3) terminates if:
 - a) The [Policy] terminates;
 - b) [[Your Employer] ceases to be a [Participating] [Employer]]; or
 - c) [coverage for Your class terminates].

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below: [

Leave of Absence: If You are on a documented medical leave of absence, other than Family or Medical Leave, Your coverage may be continued until the last day of the month following the month in which the leave of absence commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Layoff: If You are temporarily laid off by [the Employer] due to lack of work, Your coverage may be continued until the last day of the month following the month in which the layoff commenced. If the layoff becomes permanent, this continuation will cease immediately.

Furlough: If You are not Actively at Work as the result of a work furlough, Your coverage may be continued for up to 30 days as determined by [the Employer] and Us. If the furlough ends, this continuation will cease immediately.

General Work Stoppage (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage until the last day of the month in which the coverage terminated. If the work stoppage ends, this continuation will cease immediately.

Military Leave of Absence: If You enter active military service and are granted a military leave of absence in writing, Your coverage may be continued for up to 8 weeks, or longer if required by other applicable law. If the leave ends prior to the agreed upon date, this continuation will cease immediately.

Sabbatical: If You are on a documented paid sabbatical, Your coverage may be continued until the last day of the month in which the sabbatical commenced. If the sabbatical terminates prior to the agreed upon date, this continuation will cease immediately.]

[Family and Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to [12] weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.]

[GBD-1200 E13 (10/08)]

[Coverage while Disabled: *[Does my insurance continue while I am Disabled and no longer an Active [Employee]?]*

If You are Disabled and You cease to be an Active [Employee], Your insurance will be continued:

- 1) during the Elimination Period while You remain Disabled by the same Disability; and
- 2) after the Elimination Period for as long as You are entitled to benefits under The [Policy].]

[GBD-1200 E14 (10/08)]

[Coverage while Disabled: *[Does my insurance continue while I am Disabled and no longer an Active [Employee]?]*

If You are Disabled and You cease to be an Active [Employee], Your insurance will be continued:

- 1) while You remain Disabled; and
- 2) until the end of the period for which You are entitled to receive short term Disability Benefits[; provided premiums for Your coverage continued to be paid].

After short term Disability Benefit payments have ceased, Your insurance will be reinstated, provided:

- 1) You return to work for one full day as a [Full-time] Active [Employee] in an eligible class;
- 2) The [Policy] remains in force[; and
- 3) the premiums for You were paid during Your Disability, and continue to be paid].]

[GBD-1200 E15 (10/08)]

[Continuation Provisions: *[Can my coverage be continued beyond the date it would otherwise terminate?]*

You may continue Your [[or Your Spouse's]] coverage under The [Policy] if You cease to be Actively at Work due to [a temporary layoff, leave of absence or a leave of absence in accordance with the Family and Medical Leave Act of 1993].

Coverage will continue for [4 weeks], provided:

- 1) the leave authorization is in writing; and
- 2) the required premium is paid.

The [Monthly] Benefit, Maximum Payment Period and Elimination Period will be the same as were in effect on the day before [You were laid off or the leave began].

Continuation of coverage will not continue beyond the date:

- 1) Your coverage would normally end under the Termination provision;
- 2) [the layoff becomes permanent;] [or
- 3) the leave of absence terminates, if prior to the agreed upon date].]

[GBD-1200 E16 (10/08)]

[Surviving Spouse Continuation: *[Will my Spouse's insurance continue if I die?]*

If You die while Your Spouse is covered under The [Policy], Your surviving Spouse may continue his or her coverage. We must receive Your Spouse's request and the required premium to continue the coverage within [31] days of the premium due date next following the date of Your death.

However, Your Spouse's coverage will not continue beyond:

- 1) a date the coverage would otherwise have ended under the Termination provision; or
- 2) the premium due date next following the date Your Spouse remarries.]

[GBD-1200 E17 (10/08)]

[Waiver of Premium: *[Am I required to pay Premiums while I am Disabled?]*

We will waive the premium which is due for Your coverage while You are Totally Disabled during the period that:

- 1) begins after You have been Totally Disabled for a period of [6 months]; and
- 2) ends when the [Accident] Total Disability Benefit is no longer payable.

When the Waiver of Premium ceases, You may continue Your coverage under The [Policy] provided that:

- 1) You resume paying Your premium; and
- 2) Your coverage has not ended in accordance with the Termination provision.]

[GBD-1200 E18 (10/08)]

[Waiver of Premium: *[Am I required to pay Premiums while I am Disabled?]*

No premium will be due for You[:

- 1) after [the Elimination Period]; and
- 2) for as long as benefits are payable].]

[GBD-1200 E19 (10/08)]

[Strike or Labor Dispute Waiver of Premium Provision: *[Will my premiums be waived if my labor union goes on strike?]*

In the event You:

- 1) participate in a lawful strike authorized by Your union; or
- 2) are locked out as the result of a labor dispute between Your union and [Your Employer];

We will waive premiums for Your coverage. You must be Actively at Work and covered under The [Policy] before the strike or lock-out begins. The Waiver of Premium begins on the premium due date next following a [30] consecutive day

waiting period, starting after the date the strike or lock-out begins. [This provision does not apply to Dependent Spouse coverage.]

You, or Your labor union, must give Us written notice and proof satisfactory to Us of the strike or lock out. This provision will not waive premiums for a strike or lock-out which began prior to [the [Policy] Effective Date]. Satisfactory proof of the status of the strike or lock-out must be given to Us when and as often as We may reasonably require, but in no event less than every [30] days.

You must notify Us:

- 1) as soon as the strike or lock-out is resolved;
- 2) when You return to work;
- 3) when You are offered the opportunity to return to work for [Your Employer]; or
- 4) when Your employment is terminated.

Premiums will no longer be waived and premium payments must be made on the earliest to occur off:

- 1) [one year] from the date the waiver began;
- 2) [the premium due date next following the date] the strike or lock-out is resolved;
- 3) [the premium due date next following the date] You return to work or are offered the opportunity to return to work for [Your Employer]; or at the conclusion of the strike or lock-out;
- 4) the date You or Your labor union fail to provide satisfactory proof of the status of the strike or lock-out; or
- 5) the date Your employment is terminated].

In no event will premiums be waived beyond the earlier of:

- 1) [12] months from the date the Waiver of Premium began; or
- 2) the date coverage would normally end under the Termination provision of The [Policy].

If premiums are not paid when due, Your coverage will terminate.

Actively at Work as used in this provision, means You are performing all the Essential Duties of Your Occupation for [Your Employer] on the date immediately preceding the date the strike or lock-out begins.]

[GBD-1200 E20 (10/08)]

Extension of Benefits for Disability: *[Do my benefits continue if [The [Policy]] terminates?]*

If You are entitled to benefits while Disabled and [The [Policy]] terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of [The [Policy]] for any reason will have no effect on Our liability under this provision.

[GBD-1200 E21 (10/08)]

[Conversion Right: *[If my coverage under The [Policy] stops, do I have a right to conversion?]*

If Your insurance terminates because:

- 1) Your employment ends [for a reason other than Your retirement]; or
- 2) You are no longer in an eligible class;

and if:

- 1) You have been continuously insured for at least [12 consecutive month(s)] under The [Policy] [or under both The [Policy] and the Prior [Policy]];
- 2) You are under [the [Policy] Age Limit], if any is shown in the Schedule of Insurance;
- 3) a Disability is not preventing You from performing duties of Your Occupation;
- 4) [the insurance for Your class, or] The [Policy] has not terminated;
- 5) You are not eligible for coverage under The [Policy] under another class; and
- 6) You are not eligible or covered for similar benefits under another group [policy];]

then You are eligible to enroll for personal insurance under another group [policy] called the group long term disability conversion policy.]

[GBD-1200 E22 (10/08)]

[[How do I convert my coverage?]

To obtain coverage under the group long term disability conversion policy, You must:

- 1) send Us a written enrollment request; and
- 2) pay the required premium and enrollment fee for the conversion policy;

within [30] days of the termination of Your insurance.

If You meet the preceding conditions, We will issue You a certificate of insurance under the group long term disability conversion policy. Such coverage will:

- 1) be issued without Evidence of Insurability;
- 2) be on one of the forms then being issued by Us for conversion purposes; and
- 3) be effective on the day following the date Your insurance under The [Policy] terminates.

The coverage available under the conversion policy may differ from The [Policy]. We will determine the terms of the group long term disability conversion policy, including:

- 1) the type and amount of coverage provided; and
- 2) the premium payable;

based on the kinds of insurance provided by the group long term disability conversion policy at the time such enrollment request is made.]

[GBD-1200 E23 (10/08)]

[Conversion Right: *[If my coverage under The [Policy] ends, do I have a right to conversion?]*

If You cease to be insured under The [Policy] because:

- 1) You are no longer a [member] of [the Policyholder]; or
- 2) [the Policyholder] terminates its sponsorship of The [Policy];

You will have the right to request conversion coverage without giving medical Evidence of Insurability. Such coverage will be issued under another group [policy].

To convert Your coverage You must:

- 1) give Us a request for the conversion coverage; and
- 2) pay the initial premium;

within [31] days after You cease to be covered under The [Policy].

Coverage under the conversion policy will be effective on the day following the date coverage under The [Policy] terminates, provided You[:

- 1) had been continuously covered for at least [12 consecutive months] under The [Policy][, or under The [Policy] and the Prior [Policy]];
- 2) are under [the [Policy] Age Limit]; and]
- 3) are not Totally Disabled.

The conversion coverage:

- 1) will have the provisions, limitations and exclusions on the form We are issuing for this purpose at the time of conversion;
- 2) will not provide any benefit other than the [Accident] Total Disability Benefit;
- 3) will not exceed Your [Monthly] Benefit under The [Policy]; and
- 4) will base premiums on the rates in effect for new applicants of Your [class and age] at the time of conversion.]

[GBD-1200 E24 (10/08)]

[Reinstatement after Military Service: *[Can my coverage be reinstated after return from active military service?]*

If:

- 1) Your coverage terminates because You enter active military service; and
- 2) You are rehired within [12] months of the date You return from active military service;

then coverage for You [and Your previously covered [Dependent Spouse]] may be reinstated, provided You request such reinstatement within [30] days of the date You return to work.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage terminated[; and
- 2) not be subject to [any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations];] and

be subject to all the terms and provisions of The [Policy].]

[GBD-1200 E25 (10/08)]

BENEFITS

[Disability Benefit: *[What are my Disability Benefits under The [Policy]?]*

We will pay You a [Monthly] Benefit if You:

- 1) become Disabled while insured under The [Policy];

- 2) are Disabled throughout the Elimination Period;
- 3) remain Disabled beyond the Elimination Period; and
- 4) submit Proof of Loss to Us.

Benefits accrue as of the first day after the Elimination Period and are paid [monthly]. However, benefits will not exceed the Maximum Duration of Benefits.]

[GBD-1200 F01 (10/08)]

[[Accident] Total Disability Benefit: *[What are my Disability Benefits under The [Policy] ?]*

If You [or Your Spouse] become Totally Disabled as the result of [an Injury or Sickness] while covered under The [Policy], We will pay the [Monthly] Benefit due for the period of Total Disability. [The period of Total Disability must require the Regular Care of a Physician.]

We will not pay benefits for any part of a period of Total Disability that:

- 1) is applied to the Elimination Period; or
- 2) exceeds the Maximum Payment Period.

[However, if You [or Your Spouse] are Totally Disabled due to Mental Illness, alcoholism or Substance Abuse, the Maximum Payment Period will be reduced to [2 years] during Your [or Your Spouse's] lifetime unless You [or Your Spouse] are confined in a hospital or other institution licensed to provide care and treatment for that disability.]

The Elimination Period and Maximum Payment Period apply separately to each period of Total Disability.

Partial [Month] Payment: *[How is a benefit calculated for a period of less than a [month] ?]*

If a [Monthly] Benefit is payable for less than a month, We will pay [1/30] of the [Monthly] Benefit for each day You were Totally Disabled.]

[GBD-1200 F02 (10/08)]

[[Accident] Total Disability Benefit: *[What are my Disability Benefits under The [Policy] ?]*

If You [or Your Spouse] become Totally Disabled as the result of [an Injury or Sickness] while covered under The [Policy]:

- 1) We will pay the [Monthly] Benefit for each [month] of Total Disability; and
- 2) at the end of the Maximum Payment Period, provided You [or Your Spouse] continue to meet the definition of Total Disability, We will pay a one-time additional Lump Sum Benefit.

[The period of Total Disability must require the Regular Care of a Physician.]

We will not pay benefits for any part of a period of Total Disability that:

- 1) is applied to the Elimination Period; or
- 2) with respect to the [Monthly] Benefit, exceeds the Maximum Payment Period.

[However, if You [or Your Spouse] are Totally Disabled due to Mental Illness, alcoholism or Substance Abuse, the Maximum Payment Period for the [Monthly] Benefit will be reduced to [2 years] during Your [or Your Spouse's] lifetime unless You [or Your Spouse] are confined in a hospital or other institution licensed to provide care and treatment for that disability.]

The Elimination Period, Maximum Payment Period, [Monthly] Benefit and Lump Sum Amount apply separately to each period of Total Disability.

Partial [Month] Payment: *[How is a benefit calculated for a period of less than a [month] ?]*

If a [Monthly] Benefit is payable for less than a month, We will pay [1/30] of the [Monthly] Benefit for each day You were Totally Disabled.]

[GBD-1200 F03 (10/08)]

[Disability Benefit: *[What are my Disability Benefits under The [Policy] ?]*

If, while covered under this Benefit, You:

- 1) become Disabled;
- 2) remain Disabled; and
- 3) submit Proof of Loss to Us;

We will pay the [Weekly] Benefit.

The amount of any [Weekly] Benefit payable will be reduced by:

- 1) the total amount of all Other Income Benefits, including any amount for which You could collect but did not apply[; and
- 2) any income received from [[the Employer]] for the period You are Disabled].

[Minimum [Weekly] Benefit: *[Is there a Minimum [Weekly] Benefit?]*

[Your [Weekly] Benefit will not be less than the Minimum [Weekly] Benefit shown in the Schedule of Insurance].]

Partial [Week] Payment: *[How is a benefit calculated for a period of less than a [week] ?]*

If a [Weekly] Benefit is payable for less than a week, We will pay [1/7] of the [Weekly] Benefit for each day You were Disabled.]

[GBD-1200 F04 (10/08)]

[[Mental Illness and Substance Abuse] Benefits: *[Are benefits limited for [Mental Illness or Substance Abuse] ?]*

If You are Disabled because of[:

- 1) Mental Illness that results from any cause;
- 2) any condition that may result from Mental Illness;
- 3) alcoholism [which is under treatment]; or
- 4) the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance];

then, subject to all other provisions of The [Policy], We will limit the Maximum Duration of Benefits.

[Benefits will be payable for a total of [24] months, [for all such disabilities during Your lifetime] unless at the end of the [24] month period:

- 1) You are confined in a hospital or other place licensed to provide medical care for the disabling condition, in which case:
 - a) benefits will continue during the confinement; and
 - b) if You are still Disabled when discharged, benefits will continue for a recovery period of up to [90] [days]; and
 - c) if You become re-confined during the recovery period for at least [14] [days], benefits will continue during the confinement and another recovery period of up to [90] [days]; or
- 2) You continue to be Disabled and, within [7] [days] become confined in a hospital, or other place licensed to provide medical care, for the disabling condition for at least [14] [days], in which case benefits will be paid while You are so confined].]

[GBD-1200 F05 (10/08)]

[Substance Abuse Limitation: *[Are benefits limited for alcoholism or Substance Abuse?]*

If You are Disabled because of:

- 1) alcoholism [under treatment]; or
- 2) the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance;

then, subject to all other [Policy] provisions, benefits will be payable [for as long as] You are:

- 1) confined in a hospital or other place licensed to provide medical care for the disabling condition; or
- 2) actively participating in a rehabilitative program approved by Us.]

[GBD-1200 F06 (10/08)]

[Recurrent Disability: *[What happens if I Recover but become Disabled again?]*

Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, if the number of days You return to work as an Active [Employee] are [less than one-half (1/2) the number of days of Your Elimination Period].

Any day within such Period of Recovery, will not count toward the Elimination Period.

After the Elimination Period, if You return to work as an Active [Employee] and then become Disabled and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within [3] months of the return to work,

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The [Policy] remains in force.

If You return to work as an Active [Employee] for [3] months or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits.

Period of Disability means a continuous length of time during which You are Disabled under The [Policy].

Recover or Recovery means that You are no longer Disabled and have returned to work with [The Employer] and premiums are being paid for You.]

[GBD-1200 F07 (10/08)]

[Recurrent Disability: *[What happens if I recover but become Disabled again?]*

[If You cease to be Totally Disabled and return to work for a total of [6] days or less during the Elimination Period, the Elimination Period will not be interrupted. Except for the [6] days or less that You work, You must be Totally Disabled by the same condition for the total Elimination Period.]

Periods of Disability:

- 1) due to the same or related medical causes; and
- 2) separated by less than [3] months during which You are Actively at Work;

will be considered one Period of Disability.

Periods of Disability separated by at least [3] months, during which You are Actively at Work, will be considered separate Periods of Disability.

Benefits during any Period of Disability as the result of:

- 1) more than one Sickness; or
- 2) more than one Injury; or
- 3) both Sickness and Injury;

will be considered the same as if the disability resulted from only one cause.

Period of Disability means a continuous length of time during which You are disabled under The [Policy].]

[GBD-1200 F08 (10/08)]

[Recurrent Disability: *[What happens to my benefits if I return to work as an Active [Employee] and then become Disabled again?]*

When Your return to work as an Active [Employee] is followed by a Disability, and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within [14] consecutive [calendar] days of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The [Policy] remains in force.

If You return to work as an Active [Employee] for [14] consecutive [calendar] days or more, any recurrence of a Disability will be treated as a new Disability.

Period of Disability means a continuous length of time during which You are Disabled under The [Policy].]

[GBD-1200 F09 (10/08)]

[Multiple Causes: *[How long will benefits be paid if a period of Disability is extended by another cause?]*

If a period of Disability is extended by a new cause while [Weekly] Benefits are payable, [Weekly] Benefits will continue while You remain Disabled, subject to the following:

- 1) [Weekly] Benefits will not continue beyond the end of the original Maximum Duration of Benefits; and
- 2) any Exclusions [and Pre-existing Conditions Limitations] will apply to the new cause of Disability.]

[GBD-1200 F10 (10/08)]

[Calculation of [Monthly] Benefit: *[How are my Disability benefits calculated [during the Initial Benefit Period]?]*

[If You remain Disabled after the Elimination Period, We will calculate Your [Monthly] Benefit [during the Initial Benefit Period] as follows:

- 1) multiply Your [Monthly] Income Loss by the [Initial] Benefit [Period] Percentage [for which You enrolled];
- 2) compare the result with the Maximum Benefit [for which You enrolled]; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your [Monthly] Benefit.]

[[How are my Disability benefits calculated?]

If You remain Disabled after the Elimination Period, We will calculate Your [Monthly] Benefits as follows:

- 1) multiply Your [Monthly] Income Loss by the Benefit Percentage;
- 2) multiply Your [Monthly] Income Loss by the Secondary Benefit Percentage; and from this product subtract all Other Income Benefits; and

- 3) identify the Maximum Benefit.

The calculation giving the least amount is Your [Monthly] Benefit.]

[During the Continuing Benefit Period, if You are receiving benefits under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal employees, We will determine Your [Monthly] Benefit as follows:

- 1) multiply Your [Monthly] Income Loss by the Initial Benefit Period Percentage [for which You enrolled];
- 2) compare the result with the Maximum Benefit [for which You enrolled]; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your [Monthly] Benefit.

During the Continuing Benefit Period, if You are not receiving benefits under Social Security Disability or Social Security Retirement plans or an alternative plan for federal, state or municipal employees, We will determine Your [Monthly] Benefit as follows:

- 1) multiply Your Pre-disability Earnings by the Continuing Benefit Period Percentage [for which You enrolled];
- 2) multiply Your [Monthly] Income Loss by the Initial Benefit Period Percentage [for which You enrolled], and deduct all Other Income Benefits; and
- 3) deduct all Other Income Benefits from the Maximum Benefit [for which You enrolled].

The result of the calculation giving the least amount is Your [Monthly] Benefit.]]

[GBD-1200 F11 (10/08)]

[Calculation of [Monthly] Benefit:

Return to Work Incentive: *[How are my Disability benefits calculated?]*

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your [Monthly] Benefit for a period of up to [12 consecutive months] as follows:

- 1) multiply Your Pre-Disability Earnings by the [Initial] Benefit [Period] Percentage [for which You enrolled];
- 2) compare the result with the Maximum Benefit [for which You enrolled]; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your [Monthly] Benefit. Current [Monthly] Earnings will not be used to reduce Your [Monthly] Benefit.

However, if the sum of Your [Monthly] Benefit and Your Current [Monthly] Earnings exceeds [80]% of Your Pre-disability Earnings, We will reduce Your [Monthly] Benefit by the amount of excess.

The [12 consecutive month] period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

If You are Disabled and not receiving benefits under the Return to Work Incentive, [during the Initial Benefit Period,] We will calculate Your [Monthly] Benefit as follows:

- 1) multiply Your [Monthly] Income Loss by the [Initial] Benefit [Period] Percentage [for which You enrolled];
- 2) compare the result with the Maximum Benefit [for which You enrolled]; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your [Monthly] Benefit.

[During the Continuing Benefit Period, if You are not receiving benefits under the Return to Work Incentive, but You are receiving benefits under Social Security Disability or Social Security Retirement plans, or an alternative plan for federal, state or municipal employees, We will determine Your [Monthly] Benefit as follows:

- 1) multiply Your [Monthly] Income Loss by the Initial Benefit Period Percentage [for which You enrolled];
- 2) compare the result with the Maximum Benefit [for which You enrolled]; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your [Monthly] Benefit.

During the Continuing Benefit Period, if You are not receiving benefits under the Return to Work Incentive, or under Social Security Disability or Social Security Retirement plans or an alternative plan for federal, state or municipal employees, We will determine Your [Monthly] Benefit as follows:

- 1) multiply Your Pre-disability Earnings by the Continuing Benefit Period Percentage [for which You enrolled];
- 2) multiply Your [Monthly] Income Loss by the Initial Benefit Period Percentage [for which You enrolled], and deduct all Other Income Benefits; and
- 3) deduct all Other Income Benefits from the Maximum Benefit [for which You enrolled].

The result of the calculation giving the least amount is Your [Monthly] Benefit.]]

[GBD-1200 F12 (10/08)]

[Calculation of [Monthly] Benefit:

Return to Work Incentive: *[How are my Disability benefits calculated?]*

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your [Monthly] Benefit for a period of up to [12 consecutive months] as follows:

- 1) multiply Your Pre-disability Earnings by the Benefit Percentage;
- 2) multiply Your Pre-disability Earnings by the Secondary Benefit Percentage, and from this product subtract all Other Income Benefits; and
- 3) compare the results with the Maximum Benefit.

The calculation giving the least amount is Your [Monthly] Benefit. Current [Monthly] Earnings will not be used to reduce Your [Monthly] Benefit during this period. However, if the sum of Your [Monthly] Benefit and Your Current [Monthly] Earnings exceeds [80]% of Your Pre-disability Earnings, We will reduce Your [Monthly] Benefit by the amount of excess.

The [12 consecutive month] period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

If You are Disabled, but You are not receiving benefits under the Return to Work Incentive, We will calculate Your [Monthly] Benefit as follows:

- 1) multiply Your [Monthly] Income Loss by the Benefit Percentage;
- 2) multiply Your [Monthly] Income Loss by the Secondary Benefit Percentage, and from this product subtract all Other Income Benefits; and
- 3) compare the results with the Maximum Benefit.

The calculation giving the least amount is Your [Monthly] Benefit.]

[GBD-1200 F13 (10/08)]

[Calculation of [Monthly] Benefit: *[What happens if the sum of my [Monthly] Benefit, Current [Monthly] Earnings, and Other Income Benefits exceeds 100% of my Pre-disability Earnings?]*

If the sum of Your [Monthly] Benefit, Current [Monthly] Earnings, and Other Income Benefits exceeds 100% of Your Pre-disability Earnings, We will reduce Your [Monthly] Benefit by the amount of the excess. [However, Your [Monthly] Benefit will not be less than the Minimum [Monthly] Benefit.]

[If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.]

[GBD-1200 F14 (10/08)]

[Minimum [Monthly] Benefit: *[Is there a Minimum [Monthly] Benefit?]*

Your [Monthly] Benefit will not be less than the Minimum [Monthly] Benefit shown in the Schedule of Insurance.]

[GBD-1200 F15 (10/08)]

[Partial [Month] Payment: *[How is the benefit calculated for a period of less than a [month]?]*

If a [Monthly] Benefit is payable for a period of less than a [month], We will pay 1/30 of the [Monthly] Benefit for each day You were Disabled.]

[GBD-1200 F16 (10/08)]

[Denial of Social Security Benefits: *[After the Initial Benefit Period expires, is there any allowance if I am ineligible for Social Security?]*

If Your Disability prevents You from performing the Essential Duties of Any Occupation, but Your claim for disability benefits under The United States Social Security System, or an alternative plan for federal, state or municipal employees:

- 1) was denied because You have not worked under these systems long enough to be eligible for disability benefits, Your [Monthly] Benefit during the Continuing Benefit Period will be calculated using the Initial Benefit Period Percentage; or
- 2) is still pending at the time the Initial Benefit Period expires, benefits may be paid at the Initial Benefit Period Percentage until the earlier to occur of:
 - a) the 12th month following the expiration of the Initial Benefit Period; or
 - b) the final adjudication of Your claim for Social Security disability benefits.]

[GBD-1200 F17 (10/08)]

[Termination of Payment: *[When will my benefit payments end?]*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;[

- 3) the date You are no longer under the Regular Care of a Physician[, unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to You];
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits Table; or
- 8) the date Your Current [Monthly] Earnings:
 - a) are equal to or greater than [80]% of Your [Indexed] Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation [or a Reasonable Alternative]; or
 - b) [are greater than the lesser of the product of Your [Indexed] Pre-disability Earnings and the [Initial] Benefit [Period] Percentage [for which You enrolled] or the Maximum [Monthly] Benefit if You are receiving benefits for being Disabled from Any Occupation];
- 9) the date no further benefits are payable under any provision in The [Policy] that limits benefit duration;
- 10) the date You [refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:]
 - a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation [or a Reasonable Alternative];
 - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation [or a Reasonable Alternative];
 - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
 - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation;

provided a qualified Physician or other qualified medical professional agrees that such [modifications, Rehabilitation program or adaptive equipment accommodate] Your medical limitation]; or
- 11) the date You receive retirement benefits from [any employer's] Retirement plan, unless:
 - a) You were receiving them prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement].

[GBD-1200 F18 (10/08)]

[Termination of Payment: *[When will my benefit payments end?]*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician, [unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to You];
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the [Maximum Duration of Benefits];
- 8) the date Your Current [Weekly] Earnings are equal to or greater than [80]% of Your [Indexed] Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation;
- 9) the date no further benefits are payable under any provision in The [Policy] that limits benefit duration;
- 10) the date You receive retirement benefits from [any employer's] Retirement plan, unless:
 - a) You were receiving them prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement].

[GBD-1200 F19 (10/08)]

[Disabled and Working Benefits: *[How are benefits paid when I am Disabled and Working?]*

If, while covered under this benefit, You are Disabled and Working, as defined, [and Disability Benefit payments for Total Disability under The [Policy] have begun,] We will use the following calculation to determine Your [or Your Spouse's] [Weekly] Benefit:

$$\text{[Weekly] Benefit} = (\underline{\mathbf{A}} - \mathbf{B}) \times \mathbf{C}$$

Where

A = Your [Weekly] Pre-disability Earnings.

B = Your Current [Weekly] Earnings.

C = The [Weekly] Benefit payable if You were Totally Disabled.

[If You are participating in a program of Rehabilitative Employment approved by Us, We will determine Your [Weekly] Benefit by the Rehabilitative Employment Benefit.]

[Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.]

Partial [Week] Payment: *[How is a benefit calculated for a period of less than a [week] ?]*

If a [Weekly] Benefit is payable for less than a week, We will pay [1/7] of the [Weekly] Benefit for each day You were Disabled.]

[GBD-1200 F20 (10/08)]

[Disabled and Working Benefits: *[How are benefits paid when I am Disabled and Working?]*

If, while covered under this benefit, You are Disabled and Working, as defined, [and Disability Benefit payments for Total Disability under The [Policy] have begun,] the [Weekly] Benefit otherwise payable for Total Disability will be reduced by [50]% of Your Current [Weekly] Earnings. [Your [Weekly] Benefit, however, will not be less than [the Minimum [Weekly] Benefit].]

[If You are participating in a program of Rehabilitative Employment approved by Us, We will determine Your [Weekly] Benefit by the Rehabilitative Employment Benefit.]

[Days which You are Disabled and Working may be used to satisfy the Benefits Commence Period.]

Partial [Week] Payment: *[How is a benefit calculated for a period of less than a [week] ?]*

If a [Weekly] Benefit is payable for less than a week, We will pay [1/7] of the [Weekly] Benefit for each day You were Disabled.]

[GBD-1200 F21 (10/08)]

[Disabled and Working Benefits: *[How are benefits paid when I am Disabled and Working?]*

If, while covered under this benefit, You are Disabled and Working, as defined, [and Disability Benefit payments for Total Disability under The [Policy] have begun,] We will pay You a [Weekly] Benefit.

Current [Weekly] Earnings will not be used to reduce Your [Weekly] Benefit. However, if the sum of Your [Weekly] Benefit and Your Current [Weekly] Earnings exceeds [80]% of Your Pre-Disability Earnings, We will reduce Your [Weekly] Benefit by the amount of the excess.

[If You are participating in a program of Rehabilitative Employment approved by Us, We will determine Your [Weekly] Benefit by the Rehabilitative Employment Benefit.]

[Days which You are Disabled and Working may be used to satisfy the Benefits Commence period.]

Partial [Week] Payment: *[How is a benefit calculated for a period of less than a [week] ?]*

If a [Weekly] Benefit is payable for less than a week, We will pay [1/7] of the [Weekly] Benefit for each day You were Disabled.]

[GBD-1200 F22 (10/08)]

[Disabled and Working Benefit: *[How are benefits paid when I am [, or my Spouse is,] Disabled and Working?]*

If You [or Your Spouse] are Disabled and Working, We will pay a [Monthly] Benefit for each [month] You [or Your Spouse] are Disabled.

The Disability must begin:

- 1) before You [or Your Spouse] attain [age 60]; and
- 2) while You [or Your Spouse] are covered under this benefit.

[Payment will begin on the first day following the day You [or Your Spouse] have been Disabled and Working for as long as You [or Your Spouse] would have been required to be Totally Disabled in order to have satisfied the Disability Elimination Period, whether or not You [or Your Spouse] are Totally Disabled.]

We will not pay for any part of a period that You [or Your Spouse] are Disabled and Working that exceeds the Maximum Payment Period for this Benefit [for any one Injury or any one Sickness].

[To determine the Disabled and Working [Monthly] Benefit, use the following calculation:

$$(A \text{ divided by } B) \times C = D$$

- A** = Your [or Your Spouse's] [Indexed] Pre-disability Earnings less Your Current [Monthly] Earnings.
B = Your [or Your Spouse's] [Indexed] Pre-disability Earnings.
C = The [Monthly] Benefit payable if You [or Your Spouse] were otherwise Totally Disabled. (Disregard all other income from any employer or for any work when determining this figure).
D = The Disabled and Working [Monthly] Benefit payable.]

[Indexed Pre-disability Earnings] means Pre-disability Earnings, as defined, adjusted annually by [3]%. The first adjustment will occur on the July 1st after You [or Your Spouse] have been Disabled for a full calendar year. After the first adjustment, Your [or Your Spouse's] Pre-disability Earnings will be increased by an additional [3]% on each following July 1st up to a maximum of [5] adjustments.]

If a Disabled and Working Benefit is payable for less than a [month], We will pay [1/30] of the [Monthly] Benefit for each day You [or Your Spouse] are Disabled and Working. This minimum [Monthly Benefit] will never be less than [\$50.]

The Maximum Payment Period is applied separately to each Disability. [However, if You [or Your Spouse] are Disabled due to Mental Illness, alcoholism or Substance Abuse, the Maximum Payment Period will be reduced to [2 years] during Your [or Your Spouse's] lifetime unless You [or Your Spouse] are confined in a hospital or other institution licensed to provide care and treatment for that disability.]

Disabled and Working Benefit payments will cease on the first to occur of:

- 1) the date Your [or Your Spouse's] [monthly] earnings while You [or Your Spouse] are Disabled and Working exceed [80]% of Your [or Your Spouse's] [Indexed] Pre-Disability Earnings; or
- 2) the date You [or Your Spouse] are eligible for benefits under the Total Disability Benefit due to the same or related causes; or
- 3) the date You [or Your Spouse] return to work in an occupation other than Your [or Your Spouse's] own].

Disabled and Working means a Disability that[:

- 1) is caused by the same Injury or Sickness that caused the Total Disability that immediately preceded the period You [or Your Spouse] are Disabled and Working;
- 2) continues while You [or Your Spouse] are performing at least one of the material duties of Your [or Your Spouse's] own occupation on either a full-time or part-time basis;
- 3) causes a loss of earnings of at least [20]% [(and less than [80]%)]; and]
- 4) requires the Regular Care of a Physician.

A disability that causes a loss of earnings of [80]% or more is considered to be a Total Disability and will be payable under the Total Disability Benefit.]

[GBD-1200 F23 (10/08)]

[Rehabilitative Employment Benefit: *[What happens to my [or my Spouse's] benefits if I [or my Spouse] accept Rehabilitative Employment?]*

If, while You [or Your Spouse] are Totally Disabled [or Disabled and Working], You [or Your Spouse] accept Rehabilitative Employment, We will continue to pay a [Weekly] Benefit.

The [Weekly] Benefit We will pay will be equal to Your [or Your Spouse's] Total Disability [Weekly] Benefit, less 50% of any income received from the Rehabilitative Employment.

The sum of the [Weekly] Benefit and total income received from Rehabilitative Employment may not exceed [100]% of Your [or Your Spouse's] Pre-disability Earnings. If this sum exceeds the Pre-disability Earnings, the [Weekly] Benefit paid by Us will be reduced by the excess amount.

We reserve the right to review[, at the end of every [6] month period,] any Rehabilitative Employment You [or Your Spouse] participate in while benefits are being paid under The [Policy].

If You [or Your Spouse] remain Totally Disabled [or Disabled and Working] after a period of Rehabilitative Employment, You [or Your Spouse] may continue to receive benefits under the [Accident] Total Disability Benefit [or Disabled and Working Benefit,] subject to the Maximum Payment Period for such benefit.]

[GBD-1200 F24 (10/08)]

[Family Care Credit Benefit: *[What if I must incur expenses for Family Care Services in order to participate in a Rehabilitation program?]*

If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, subject to the following limitations:

- 1) Family Care means the care or supervision of:
 - a) Your children under age [13]; or
 - b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
- 2) the maximum [monthly] deduction allowed for each qualifying child or family member is:
 - a) [\$350] during the first [6] months of Rehabilitation; and
 - b) [\$175] thereafter;but in no event may the deduction exceed the amount of Your [monthly] earnings;
- 3) Family Care Credits may not exceed a total of [\$2,500] during a calendar year;
- 4) the deduction will be reduced proportionally for periods of less than a [month];
- 5) the charges for Family Care must be documented by a receipt from the caregiver;
- 6) the credit will cease on the first to occur of the following:
 - a) You are no longer in a Rehabilitation program; or
 - b) Family Care Credits for [12 months] have been deducted during Your Disability; and
- 7) no Family Care provided by someone Related to the family member receiving the care will be eligible as a deduction under this provision.

Your Current [Monthly] Earnings after the deduction of Your Family Care Credit will be used to determine Your [Monthly] Income Loss. In no event will You be eligible to receive a [Monthly] Benefit under The [Policy] if Your Current [Monthly] Earnings before the deduction of the Family Care Credit exceed [80]% of Your [Indexed] Pre-disability Earnings.]

[GBD-1200 F25 (10/08)]

[Cost-of-Living Adjustment: *[How do my benefits keep pace with inflation?]*

We will adjust Your [Monthly] Benefit for increases in the cost-of-living if:

- 1) You have been Disabled for [12 consecutive months]; and
- 2) You are receiving benefits; and
- 3) Your Current [Monthly] Earnings are less than or equal to [20]% of Your Pre-disability Earnings;]

when the Cost-of-Living Adjustment is made. We make the Cost-of-Living Adjustment each year on [January 1st].

[What is the Cost-of-Living Adjustment formula?]

We apply the Cost-of-Living Adjustment formula by[:

- 1) determining the lesser of:
 - a) [3]%; or
 - b) [1/2] the percentage change in the Consumer Price Index;
- 2) multiplying the resulting percentage (%) times the [Monthly] Benefit for Disability being received; and
- 3) adding the resulting amount to Your [Monthly] Benefit].

[When will the Cost-of-Living Adjustments end?]

You will not receive a Cost-of-Living Adjustment after:

- 1) You cease to be Disabled[; or
- 2) You have received [5] adjustments].

Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

For the purposes of this benefit, the percentage change in the CPI-W means the difference between the current year's

[Survivor Income Benefit: *[Will my survivors receive a benefit if I die while receiving Disability Benefits?]*

If You were receiving a [Monthly] Benefit at the time of Your death [and You had been receiving such benefits for at least [12 months]], We will pay a Survivor Income Benefit, when We receive proof satisfactory to Us:

- 1) of Your death; and
- 2) that the person claiming the benefit is entitled to it.

We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.

[We will pay the Survivor Income Benefit:]

- 1) to the beneficiary You designated; or
- 2) if no beneficiary has been designated:
 - a) to Your Surviving Spouse;
 - b) if no Surviving Spouse, in equal shares to Your Surviving Children;
 - c) if no Surviving Spouse or Surviving Children, to Your estate.]

However, We will first apply the Survivor Income Benefit to any overpayment which may exist on Your claim.

If a minor child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the child until a legal guardian is appointed.

[The Survivor Income Benefit is calculated as [[3] times] the lesser of:

- 1) Your [Monthly] Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or
- 2) The Maximum [Monthly] Benefit [for which You enrolled].]

[To designate or change Your designation of beneficiary, You must file a written notice with Us on any form satisfactory to Us. Whether You are living or not, any change will relate back and take effect as of the date You signed the written notice. We are not liable for payment of benefits made before receiving written notice.]

Surviving Spouse means Your wife or husband who was not legally separated or divorced from You when You died.

["Spouse" will include Your domestic partner provided You:

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The [Policy]; or
- 2) have registered as domestic partners with a government agency or office where such registration is available [and provide proof of such registration unless requiring proof is prohibited by law].

You will continue to be considered domestic partners provided You continue to meet the requirements [described in the [domestic partner affidavit]] [or required by law].]

Surviving Children means Your [unmarried] children, step children, legally adopted children who, on the date You die, [are primarily dependent on You for support and maintenance and who] are:

- 1) under age [19] [; or
- 2) between the ages of age [19] and [23], inclusive, and in full time attendance at an institution of learning].

The term Surviving Children will also include any other children related to You by blood or marriage [or domestic partnership] [and who:

- 1) lived with You in a regular parent-child relationship; and
- 2) were eligible to be claimed as dependents on Your federal income tax return for the last tax year prior to Your death].]

[Extended Earnings Protection Benefit: *[Will benefits continue to be paid after my return to work if my earnings are less than Pre-disability Earnings?]*

This benefit protects Your earnings level after You have returned to work following a period of Disability. To qualify for this Extended Earnings Protection Benefit, You must:

- 1) have been Disabled under The [Policy] and received a [Monthly] Benefit from Us;
- 2) no longer be receiving a [Monthly] benefit from Us;
- 3) now be working [Full-time] for [the Employer] or another [employer];
- 4) be performing all the Essential Duties of Your Occupation or another occupation;
- 5) as a result of having been so Disabled, be currently earning less than [60]% of Your Pre-disability Earnings; and
- 6) provide to Us each [month], satisfactory proof of Your Current Earnings.

The Extended Earnings Protection Benefit will be the lesser of:

- 1) the Maximum [Monthly] Benefit; or
- 2) Your Pre-disability Earnings minus Your Current Earnings multiplied by the [Initial] Benefit [Period] Percentage [for which You enrolled].

The Extended Earnings Protection Benefit will end on the earliest of:

- 1) the date benefits have been payable for a maximum duration of [24] month(s);
- 2) the date You are earning at least [60]% of Your Pre-disability Earnings; or
- 3) the date You fail to submit to Us satisfactory proof of Your Current Earnings.

Current Earnings means [monthly] earnings You receive from:

- 1) [[Your Employer]]; and
- 2) other employment[, commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation].]

[GBD-1200 F28 (10/08)]

[Workplace Modification Benefit: *[Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?]*

We will reimburse [Your Employer] for the expense of reasonable Workplace Modifications to accommodate Your Disability and enable You to return to work as an Active [Employee]. You qualify for this benefit if:

- 1) Your Disability is covered by The [Policy];
- 2) [the Employer] agrees to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the Essential Duties of Your job; and
- 3) We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such Workplace Modification shall not exceed the amount equal to the amount of the Maximum [Monthly] Benefit.

We have the right, at Our expense, to have You examined or evaluated by:

- 1) a Physician or other health care professional; or
- 2) a vocational expert or rehabilitation specialist;

of Our choice so that We may evaluate the appropriateness of any proposed modification.

We will reimburse [the Employer's] costs for approved Workplace Modifications after:

- 1) the proposed modifications made on Your behalf are complete;
- 2) We have been provided written proof of the expenses incurred to provide such modification; and
- 3) You have returned to work as an Active [Employee].

Workplace Modification means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of The [Policy].]

[GBD-1200 F29 (10/08)]

[Pension Contribution Benefit: *[Does The [Policy] also cover contributions to a Pension Plan?]*

If You[:

- 1) [become Disabled while You are covered under this Pension Contribution Benefit;]
- 2) remain Disabled for [365] days of one continuous period of Disability; [and
- 3) are receiving a [Monthly] Benefit under The [Policy];]

We will pay a [monthly] Pension Contribution Benefit to the trustee or administrator of Your Pension Plan for deposit to Your pension account. However, no Pension Contribution Benefit will be payable under this provision:

- 1) to replace Your contributions to the Pension Plan; or
- 2) as long as the Pension Plan requires [the Employer] to fund Your pension.

The Pension Contribution Benefit will be [the least of:

- 1) [15]% of Your [monthly] Pre-disability Earnings;
- 2) [\$2,500];
- 3) the amount of the average [monthly] [tax deferred contributions] [You and] [the Employer] made to Your Pension Plan [during the [12 calendar months]] prior to becoming Disabled].

We will make payments under this benefit according to the rules and regulations of the Internal Revenue Service and the provisions of Your Pension Plan. We will make any such payment that cannot be paid to the trustee or administrator of Your Pension Plan to a deferred annuity account designated by You.

No Pension Contribution Benefit will be payable after Your [Monthly] Benefit terminates.

Pension Plan means, for the purpose of this Pension Contribution Benefit, a qualified defined contribution pension plan, profit sharing plan, or other plan approved by Us, in which You are participating as a result of Your employment with [the Employer].]

[GBD-1200 F30 (10/08)]

[Infectious And Contagious Disease Benefit: *[Will The [Policy] cover the income lost if it is disclosed that I carry an Infectious and Contagious Disease?]*

You will be eligible to receive an Infectious and Contagious Disease Benefit when You have been covered by this benefit for a period of [12 months], and You provide verification that:

- 1) You carry an Infectious and Contagious Disease; and
- 2) You first tested positive for the Infectious and Contagious Disease after the effective date of this benefit; and
- 3) You are not Disabled but one or more of the following has happened:
 - a) Your license to practice Your Occupation has been revoked; or
 - b) You or Your license have limitations or restrictions imposed, and as a result You are unable to perform all of the Essential Duties of Your Occupation; or
 - c) it has been disclosed that You are infected with an Infectious and Contagious Disease; and
- 4) throughout a period of time equal in length to the [Elimination Period,] You have suffered a loss of earnings in excess of [60]% of Your Pre-disability Earnings immediately prior to disclosure; and
- 5) You have never refused to be immunized against the Infectious and Contagious Disease for which You are claiming this benefit.

[What qualifies as an Infectious and Contagious Disease?]

To qualify as an Infectious and Contagious Disease, a disease must be:

- 1) categorized by the Center for Disease Control as Infectious and Contagious; and
- 2) life threatening to You or persons with whom You may come in contact.

[What will my [monthly] benefit be?]

[We calculate the benefit as the lesser of:

- 1) the Maximum [Monthly] Benefit; or
- 2) Your earnings loss multiplied by the [Initial] Benefit [Period] Percentage.

Your earnings loss is determined by deducting Your Pre-disability Earnings after disclosure from Your Pre-disability Earnings prior to disclosure.]

[How long may an Infectious and Contagious Disease Benefit be paid?]

We will stop paying this benefit on the earliest of:

- 1) the date Your Pre-disability Earnings are equal to or greater than [40]% of Your Pre-disability Earnings prior to disclosure;
- 2) the date You die;
- 3) the date You become eligible for [Accident Total] Disability Benefits under the terms of this [Policy];
- 4) the date We determine You have not made every effort to continue to work in Your Occupation [on a full-time basis];
- 5) the date You no longer participate with Us in seeking and applying for suitable alternate work based on Your training, education, experience, and comparable income;
- 6) the end of the Maximum Duration of Benefits [Table] of The [Policy]; or
- 7) the end of [2 years] from the date this benefit begins.]

[GBD-1200 F31 (10/08)]

[Minimum Indemnities for Specified Injuries Benefit: *[What are the Benefits for Specified Injuries?]*

If You sustain a Specified Injury, the total amount payable under the [Accident] Total Disability Benefits [and Disabled and Working Benefits combined] as a result of that Injury will be at least an amount equal to the amount that would be payable under the [Accident] Total Disability Benefit for the number of weeks shown opposite the Injury in the following table.

If more than one Specified Injury is sustained due to the same accident, only the benefit for the Injury that is provided the most number of weeks will apply.

[This Benefit does not cover any Injury for which benefits are payable under the Accidental Death [and Dismemberment] Benefit.]

Specified Injury means an Injury shown in the table below which:

- 1) is due to an accident; and
- 2) occurs while You are covered by this Benefit.

[Table of Specified Injuries]

Specified Injury	Minimum Number of Weeks that Benefits are Payable
For Complete Fracture of Bones	
Skull (except bones of face or nose), both tables	13 Weeks
Thigh (shaft)	12 Weeks
Arm, between elbow and shoulder (shaft)	12 Weeks
Pelvis (except coccyx).....	10 Weeks
Vertebra or Vertebrae (except coccyx and vertebral processes).....	10 Weeks
Shoulder Blade.....	8 Weeks
Leg (shaft)	8 Weeks
Kneecap	8 Weeks
Collar Bone.....	6 Weeks
Forearm, between wrist and elbow (shaft).....	6 Weeks
Foot (except toes)	5 Weeks
Hand (except fingers).....	5 Weeks
Lower Jaw (except alveolar process).....	3 Weeks
One or more ribs, fingers or toes	2 Weeks
Bones of face or nose	2 Weeks
Coccyx or Vertebral Processes	1 Week
For Complete Dislocation	
Hip Joint	12 Weeks
Knee Joint (except patella).....	6 Weeks
Bone or Bones of Foot (except toes)	6 Weeks
Ankle Joint.....	6 Weeks
Wrist Joint.....	5 Weeks
Elbow Joint.....	4 Weeks
Shoulder Joint	3 Weeks
Bone or Bones of Hand (except fingers).....	2 Weeks
Collar Bone.....	2 Weeks
One or more fingers or toes	1 Week
For Loss By Removal	
Of one or more entire toes	8 Weeks
Of one or more fingers (at least one entire phalanx)	6 Weeks]]

[GBD-1200 F32 (10/08)]

[Hospital Income Benefit: *[What benefits are payable if I am[, or my Spouse is,] Confined in a Hospital?]*

If You [or Your Spouse] are Confined in a Hospital:

- 1) while covered under The [Policy]; and
- 2) due to [Sickness or Injury];

then We will pay [the Daily Benefit for [each Day of Confinement][, up to the Maximum Payment Period].] The Hospital Income Benefit is payable in addition to the [Monthly] Benefit payable under the [Accident] Total Disability Benefit.

[The Daily Benefit and the Maximum Payment Period are shown in the Schedule of Insurance.] [If Hospital Confinement is due to a Mental Illness or Substance Abuse, the Maximum Payment Period will be [10] days per Period of Confinement, with a maximum lifetime aggregate of [60] days.]

[Successive periods of Hospital Confinement:

- 1) due to the same or related causes; and

2) separated by less than [90] days;
are considered one period of Hospital Confinement. A new period of Hospital Confinement begins when You [or Your Spouse] are readmitted to a Hospital;

- 1) for a new [Sickness or Injury] unrelated to the cause of a prior Confinement; or
- 2) after You [or Your Spouse] have been free of Hospital Confinement for [90] days or more.]

[Exclusion: This benefit does not cover Confinement in a Department of Veterans Affairs or any other National Government owned or operated Hospital.]

Confined or Confinement means being an inpatient in a Hospital due to [Sickness or Injury].

[Day of Confinement means a day of inpatient Confinement in a Hospital for which a daily room and board charge is made for a full day of Confinement.]

Hospital means an institution which:

- 1) operates pursuant to law;
- 2) primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- 3) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
- 4) provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

- 1) a nursing home, convalescent home, or skilled nursing facility;
- 2) a place for rest, custodial care, or for the aged;
- 3) a clinic;
- 4) a place for the treatment of Mental Illness, alcoholism or Substance Abuse.

However, a place for the treatment of Mental Illness, alcoholism or Substance Abuse will be regarded as a Hospital if:

- 1) it is part of an institution that meets the above requirements; and
- 2) it is listed in the American Hospital Association Guide as a general hospital.

[Period of Confinement means an interval of time during which You [or Your Spouse] are Confined as an inpatient in a Hospital. A Period of Confinement begins on the date You [or Your Spouse] are admitted to the Hospital.])

[GBD-1200 F33 (10/08)]

[Ability Plus Benefit: *[What is the Ability Plus Benefit?]*

We will pay You the Ability Plus Benefit if:

- 1) a [Monthly] Benefit is payable;
- 2) You become Cognitively Impaired or unable to perform [two] or more Activities of Daily Living (ADLs) for which You cannot be reasonably accommodated by adaptive equipment[:
 - a) during or after the Elimination Period, and
 - b) for at least [30] consecutive days;] and
- 3) the Disability and such impairment or inability begins while You are covered under this benefit.

The Ability Plus Benefit will be[[10]% of Your [[Monthly] Benefit], but not greater than the lesser of:

- 1) [\$5,000]; or
- 2) the Maximum [Monthly] Benefit].

[The maximum payment period for this benefit will be [1 year].]

We will pay the benefit to You [monthly]. For periods of less than one month, We will pay 1/30th of the Ability Plus Benefit for each day of covered loss. The Ability Plus Benefit is payable in addition to the [Monthly] Benefit payable under the [Total] Disability Benefit.

The Ability Plus Benefit will not:

- 1) be reduced by Other Income Benefits;
- 2) increase or reduce other benefits under The [Policy] [; or
- 3) be subject to the Cost-of-Living Adjustment].

You are not restricted in any way as to Your use of this Ability Plus Benefit.

We will stop paying You the Ability Plus Benefit on the date:

- 1) Your [Monthly] Benefit terminates;
- 2) You are not Cognitively Impaired and You are able to perform [five or more] ADLs;[or
- 3) You reach the maximum payment period shown in this benefit].

Cognitively Impaired means You suffer severe deterioration, or loss of:

- 1) memory;
- 2) orientation; or
- 3) the ability to understand or reason;

so that You are unable to perform common tasks such as, but not limited to, medication management, money management and using the telephone. The impairment in intellectual capacity must be measurable by standardized tests.

Activities of Daily Living (ADLs) means the following functions performed with or without equipment or adaptive devices:

- 1) bathing Yourself by being able to either:
 - a) wash Yourself in a tub or shower devices; or
 - b) give Yourself a sponge bath;
- 2) dressing Yourself by putting on and taking off needed garments and any braces or artificial limbs necessary for You to wear;
- 3) using the toilet by being able to get to and from, and on and off the toilet, and performing the associated hygienic tasks; or
- 4) transferring from bed to chair or wheelchair; or
- 5) bladder and bowel control by being able to either:
 - a) voluntarily control bowel and bladder function; or
 - b) maintain a reasonable level of personal hygiene, if You are not so able; and
- 6) feeding Yourself, once the food has been prepared and made available to You.]

[GBD-1200 F34 (10/08)]

[Automatic Increase Benefit Option: *[Will benefits automatically increase?]*

You may increase Your [or Your Spouse's] [Monthly] Benefit under the [Accident] Total Disability Benefit, without submitting Evidence of Insurability, on any Option Date provided You:

- 1) are under age [50] at the time of initial application;
- 2) select this benefit option at the time of initial application;
- 3) do not decline an increase on any Option Date; and
- 4) provide an application [60] days prior to each Option Date.

Each increase will be [10]% of Your [or Your Spouse's] Total Disability [Monthly] Benefit in effect prior to the first increase. However, the total of all increases under this benefit:

- 1) will not be more than [40]% of such Total Disability [Monthly] Benefit in effect prior to the first increase; and
- 2) will not exceed the maximum [Monthly] Benefit offered to new applicants under The [Policy] on each Option Date.

Each increase will be effective on the applicable Option Date and Your premiums will be adjusted to reflect the increase in [Monthly] Benefit.

[If You are entitled to [The [Policy's] Waiver of Premium benefit] on an Option Date, We will waive the premiums for the increase until the Waiver of Premium period ends.]

No increase will become effective if You are Totally Disabled on the Option Date for which an Increase is scheduled.

Option Date means Your:

- 1) [third] certificate renewal date; and
 - 2) every [third] certificate renewal date thereafter;
- up to the [twelfth] renewal date.]

[GBD-1200 F35 (10/08)]

[Business Office Overhead Expense Benefit: *[What is the Business Office Overhead Expense Benefit?]*

We will pay the [Monthly] Benefit for [Monthly] Business Office Overhead Expenses if:

- 1) You become Totally Disabled as the result of [an Injury or Sickness] while covered under this Benefit; and
- 2) benefits are payable under the [Accident] Total Disability Benefit].

[The Business Office Overhead Expense Benefit [Monthly] Benefit is payable in addition to the [Monthly] Benefit payable under the [Accident] Total Disability Benefit.]

We will not pay Business Office Overhead Expense Benefits for any part of a period of Total Disability that[:

- 1) is during the Elimination Period [for the Total Disability Benefit]; or]
- 2) exceeds the Maximum Payment Period.

[The [Monthly] Benefit, Elimination Period and Maximum Payment Period for [Monthly] Business Office Overhead Expenses are shown in the Schedule of Insurance.]

[Monthly] Business Office Overhead Expenses means the overhead expenses You incur in the operation of Your office. Such expenses only include[:

- 1) rent, electricity, heat, telephone, and water;
- 2) [employees'] salaries and payments for group insurance and pension plans;
- 3) [monthly] pro-rata portion of annual contributions and membership fees and dues;
- 4) accountants' services;
- 5) mortgage interest and real estate tax payments on business premises owned and used by You in Your profession;
- 6) mortgage interest and property tax payments on business equipment used in Your office;
- 7) rental of business equipment (except automobiles or motor vehicles); and
- 8) other such expenses necessary to operate Your office].

If the office is jointly occupied, [Monthly] Business Office Overhead Expenses will mean Your portion of such expenses.

[Monthly] Business Office Overhead Expenses do not include[:

- 1) salary, fees, drawing account or any other remuneration for You;
- 2) the cost or repair of office equipment; or
- 3) office supplies].]

[GBD-1200 F36 (10/08)]

[Critical Illness Benefit: *[What is the Critical Illness Benefit?]*

We will pay a Critical Illness Benefit, provided You:

- 1) are covered under The [Policy]; and
- 2) are under [the Benefit Age Limit]; and
- 3) are Positively Diagnosed with a Critical Illness; [and
- 4) have satisfied the Critical Illness Elimination Period.]

The Critical Illness Benefit is [the amount You request, subject to a minimum amount of [\$5,000], and a maximum of [\$25,000, in \$5,000 increments]. The Critical Illness Benefit is shown in Your Schedule of Insurance.] The benefit will be subject to all applicable terms and conditions of The [Policy] and We will pay the benefit in one lump sum.

[What are the Exclusions and Limitations of the Benefit?]

The Critical Illness Benefit provided herein will not be payable:

- 1) [during the Critical Illness Elimination Period;
- 2) if You die within the [30] day period immediately following a Positive Diagnosis of a Critical Illness;
- 3) if You have already received a Critical Illness Benefit;
- 4) for a Critical Illness which was Positively Diagnosed prior to Your effective date of coverage under this Benefit;
- 5) for any disease, Sickness or Injury, except as expressly stated herein;
- 6) for a Critical Illness which is diagnosed by You or any member of Your immediate family; or
- 7) for a Critical Illness which is contracted as a result of war or act of war, or service in the armed forces of any country.]

[What Proof of Critical Illness and Examinations is required?]

We reserve the right to require proof of Critical Illness. Any diagnosis submitted must be made in the United States and provided by an attending Physician licensed to practice in the United States.

If You fail to submit proof satisfactory to Us that You have a Critical Illness, or refuse to be examined by a Physician as may be required by Us, then We will not pay the Critical Illness Benefit.

[How long will the Critical Illness Benefit be paid?]

In addition to the Termination provisions shown in The [Policy], coverage under this Benefit will terminate on the earliest to occur of:

- 1) [the first day of the month on or next following] payment of the Critical Illness Benefit; or
- 2) [the premium due date on or next following] the date You reach [the Benefit Age Limit].]

[GBD-1200 F37 (10/08)]

[Critical Illness Definitions:

For the purposes of this benefit, the following definitions apply:

Critically Ill or Critical Illness means [Cancer, Heart Attack and Stroke, as defined.]

[Cancer means the presence of a malignancy characterized by the uncontrolled and abnormal growth and spread of malignant cells in any part of the body. This includes Hodgkin's Disease, leukemia, lymphoma, carcinoma, sarcoma, or malignant tumor. It does not include other conditions which may be considered pre-cancerous, including, but not limited to: leukoplakia, actinic keratosis, carcinoid, hyperplasia, polycythemia, nonmalignant melanoma, moles, basal cell carcinoma, or similar diseases or lesions. Cancer does not mean carcinoma in situ.]

[Heart Attack means a myocardial infarction only. Heart attack does not include any other disease, arrhythmia or Injury involving the cardiovascular system. Cardiac arrest not caused by a myocardial infarction is not a heart attack.]

[Stroke means a cerebrovascular accident which results in paralysis lasting more than 24 hours and produces measurable neurological deficit persisting for at least 30 days following the occurrence of the Stroke. Stroke does not mean a head Injury, transient ischemic attack, or chronic cerebrovascular insufficiency.]

[Benefit Age Limit means Age [65].]

Positive Diagnosis means a diagnosis of a Critical Illness by a Physician. [With respect to Cancer diagnosis, positive diagnosis is based on a microscopic examination of fixed tissue or preparation from the hemic system (except for skin Cancer). If a pathological diagnosis cannot be made, We will accept clinical diagnosis of Cancer as evidence that Cancer existed. The evidence must substantially document the diagnosis.]]

[GBD-1200 F38 (10/08)]

[Accidental Death [And Dismemberment] Benefit: *[What benefits are payable for death [or dismemberment or loss of sight] due to an accidental bodily Injury?]*

If, while covered under The [Policy], You sustain an Injury, which results in any of the following losses within [365] days after the date of accident, We will pay the sum shown opposite the loss. We will not pay more than the Principal Sum for all Losses due to the same accident. The Accidental Death [And Dismemberment] Benefit is payable in addition to the [Monthly] Benefit payable under the [Accident] Total Disability Benefit.

The amount of the Principal Sum is shown in the Schedule of Insurance.

For Loss of:	Benefit Amount:
[Life	Principal Sum
Both Hands or Both Feet or Sight of Both Eyes	Principal Sum
One Hand and One Foot.....	Principal Sum
Speech and Hearing	Principal Sum
Either Hand or Foot and Sight of One Eye	Principal Sum
Either Hand or Foot.....	One-Half Principal Sum
Sight of One Eye.....	One-Half Principal Sum
Speech or Hearing.....	One-Half Principal Sum
Thumb and Index Finger of Either Hand.....	One-Quarter Principal Sum]

Loss means with regard to[:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) thumb and index finger, actual severance through or above metacarpophalangeal joints;
- 3) sight, speech and hearing, entire and irrecoverable loss thereof].

This Benefit does not cover[:

- 1) Injury sustained while riding as a passenger in any aircraft owned, operated or leased by or on behalf of [[the Policyholder] or by] [Your Employer];
- 2) loss due to Sickness; or
- 3) Injury sustained while operating any type of motor vehicle while Intoxicated.]

[Intoxicated means:

- 1) the blood alcohol content; or
- 2) the results of other means of testing blood alcohol level;

meets or exceeds the legal presumption of intoxication under the law of the state where the accident occurred.]

In the event of Your death We will pay the Benefit:

- 1) according to the beneficiary designation, if any, in effect at the time of Your death; otherwise
- 2) if no beneficiary designation has been made, to Your estate.

You may change Your designation of beneficiary by filing written notice with Us on any form satisfactory to Us. Whether You are living or not, the change will relate back and take effect as of the date You signed the written notice. We are not liable for payment of benefits made before receiving written notice.]

[GBD-1200 F39 (10/08)]

[Accidental Dismemberment [and Loss of Sight] Benefit: *[What benefits are payable for dismemberment [or loss of sight] due to an Injury?]*

If, while covered under The [Policy], You sustain an accidental bodily injury, which results in any of the following Losses within [90] days after the date of accident, We will pay a [monthly] benefit, after the Elimination Period, for at least the number of months shown opposite the Loss.

For Loss of: Minimum Number of [Monthly] Benefit Payments

[Sight of Both Eyes	46
Both Hands or Both Feet	46
One Hand and One Foot.....	46
One Hand and Sight of One Eye	46
One Foot and Sight of One Eye.....	46
One Hand or One Foot	23
Sight of One Eye.....	15
Thumb and Index Finger of Either Hand.....	12

The [monthly] benefit amount is the lesser of:

- 1) the Maximum [Monthly] Benefit shown in the Schedule of Insurance [for which You enrolled]; or
- 2) Your Pre-disability Earnings multiplied by the [Initial] Benefit [Period] Percentage [for which You enrolled].

Loss means, with regard to[:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, entire and irrecoverable Loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints].

If You incur more than one of the listed Losses as the result of the same accident, the number of [monthly] benefit payments that You will receive will be limited to the Loss for which the greatest number of [monthly] benefit payments are shown in the above Schedule.

Benefits may continue to be payable to You after the Minimum Number of [Monthly] Benefit Payments have been made, if You remain Disabled. If You die after the Elimination Period, but before the Minimum Number of [Monthly] Benefit Payments have been made, the remaining [monthly] benefit payments will be made to Your estate.]

[GBD-1200 F40 (10/08)]

Business Protection Benefit: *[Are additional benefits paid to compensate for business revenue lost when I am Disabled?]*

We will pay a [Monthly] Business Protection Benefit to [the Employer] if You:

- 1) are actively engaged on a full-time basis in the business of [the Employer], and fall within a class of persons that is covered by The [Policy], and You are:
 - a) the sole proprietor of [the Employer] if [the Employer] is a sole proprietorship; or
 - b) a general partner of [the Employer] if [the Employer] is a partnership; or

- c) a [Member] of a Limited Liability Company if [the Employer] is a Limited Liability Company; and
- 2) become Disabled while You are covered under this Business Protection Benefit; and
- 3) remain Disabled for the longer of:
 - a) the Elimination Period; or
 - b) [90] consecutive days; and
- 4) are receiving a [Monthly] Benefit for the Disability under the group insurance[policy].

We calculate the [Monthly] Business Protection Benefit as the [lesser of:

- 1) [15]% of Your [Pre-disability Earnings]; or
- 2) [\$2,500].]

[Is a benefit paid if I am Disabled and Working?]

If You are Disabled and earning more than [20]% of Your Pre-Disability Earnings, We will proportionately reduce the Business Protection Benefit according to the following formula:

$$\text{Business Protection Benefit Payable} = (\text{A divided by B}) \times \text{C}$$

where

A = Your Pre-Disability Earnings minus Your current [Monthly] earnings

B = Your Pre-Disability Earnings

C = The Business Protection Benefit payable if You were Disabled and earning [20]% or less of Your Pre-Disability Earnings.]

[How long will this benefit be paid?]

We will stop paying the Business Protection Benefits on the earliest of:

- 1) [the date You cease to be Disabled;
- 2) the date [12] [monthly] benefits have been paid under this Benefit;
- 3) the date You cease to be the proprietor, a partner, or a [Member], if applicable, of [the Employer]; or
- 4) the date You die.

In no event will this benefit continue to be payable beyond a date shown in the Termination of Payment provision.]]

[GBD-1200 F41 (10/08)]

[Cafeteria Plan Election Restriction]

The [Policy] is a part of a Cafeteria Plan sponsored by [Your Employer] and governed by the requirements of Section 125 of the Internal Revenue Code. The rules of the Cafeteria Plan will supersede any provisions of The [Policy] which are in conflict with them.

Cafeteria Plans are subject to the following restriction:

The benefits You elect during the enrollment period will remain in effect until the next enrollment period.

Section 125 allows exception to this rule only in specified situations, including Change in Family Status and commencement or termination of employment.]

[GBD-1200 F42 (10/08)]

[Rehabilitation Bonus: *[What happens if I successfully complete an approved program of Rehabilitation?]*

If You successfully complete an approved program of Rehabilitation, You will be eligible for an additional benefit equal to [1] times Your [Monthly] Benefit.

The benefit will be subject to all applicable terms and conditions of The [Policy]. We will pay the benefit in one lump sum.]

[GBD-1200 F44 (10/08)]

EXCLUSIONS AND LIMITATIONS

[Exclusions: *[What Disabilities are not covered?]*

The [Policy] does not cover, and We will not pay a benefit for, any Disability[:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war, whether declared or not;
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation;
- 5) caused or contributed to by an intentionally self-inflicted Injury;
- 6) unless it is the result of a work-related [Injury or Sickness] sustained in the course of performing tasks for [the

- Employer];
- 7) for which Workers' Compensation benefits are paid, or may be paid, if duly claimed; or
 - 8) sustained as a result of doing any work for pay or profit for another [employer], including self-employment].

[If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by [Your Employer]; and
- 2) was terminated before the Effective Date of The [Policy];

no benefits will be payable for the Disability under The [Policy].]]

[GBD-1200 G01 (10/08)]

[Exclusions: *[What Disabilities are not covered?]*

This [Policy] does not cover any Disability or loss caused by[:

- 1) intentionally self-inflicted Injury, suicide or attempted suicide, while sane or insane; or
- 2) pregnancy or childbirth, except Complications of Pregnancy; or
- 3) war or act of war, whether declared or not; or
- 4) any [Sickness or Injury] for which workers' compensation benefits are paid, or may be paid if duly claimed; or
- 5) any Injury sustained while riding on, boarding or alighting from, any aircraft:
 - a) as a pilot, crew member or student pilot;
 - b) operated by any military authority (land, sea or air), unless it is a military transport aircraft used for transport and operated by the United States Military Air Mobility Command (AMC) or an AMC type service of a national government recognized by the United States; or
 - c) being used for tests, experimental purposes, stunt flying, racing or endurance tests;
- 6) Your commission or attempted commission of a felony; or
- 7) Sickness contracted or Injury sustained while on full-time active duty as a member of the armed forces (land, water, air) of any country or international authority; or
- 8) Sickness or disease].

[We will refund the pro rata portion of any premium paid for You while You are in the armed forces on full-time active duty for a period of two months or more. [Written] notice must be given to Us within 12 months of the date You enter the armed forces.]]

[GBD-1200 G02 (10/08)]

[Pre-existing Condition Limitation: *[Are benefits limited for Pre-existing Conditions?]*

Conditions Prior to Effective Date: We will not pay a Benefit for any loss or period of Total Disability which:

- 1) begins during the first [two years] of Your insurance; and
- 2) is a result of a Pre-existing Condition;

[unless such Total Disability begins after You have been free of Medical Care for the condition for a [one year] period ending any time on or after Your effective date.]

Conditions Prior to Effective Date of Increase in Coverage: We will not pay an increased Benefit for any loss or period of Total Disability which:

- 1) begins during the first [two years] following the date You make a change in coverage that increases Your benefits; and
- 2) is a result of a Pre-existing Condition;

[unless such Total Disability begins after You have been free of Medical Care for the condition for a [one year] period ending any time on or after Your effective date of increase.]

Pre-existing Conditions means any Disability, diagnosed or undiagnosed, for which Medical Care is received by You:

- 1) within the [6 month] period prior to the date Your insurance starts; or
- 2) with respect to the limitation for any increase in coverage, within the [6 month] period prior to the effective date of Your increase in coverage.

Medical Care is received when:

- 1) a Physician is consulted or medical advice is given; or
- 2) Treatment is recommended or prescribed by, or received from a Physician.

Treatment includes, but is not limited to:

- 1) medical examination, test, attendance, or observation;
- 2) medical services, supplies, or equipment, including their prescription or use; or

- 3) prescribed drugs or medicines, including their prescription or use.

All manifestations, symptoms, or findings which result:

- 1) from the same or related Disability; or
- 2) from any aggravations of that Disability;

are considered to be the same Disability for the purpose of determining a Pre-existing Condition.

[Health Waiver and Application Modification Form]

If Your Pre-existing Condition was excluded or limited by name or specific description on a Health Waiver and Application Modification form attached to Your certificate, then such Pre-existing Condition will not be covered under The [Policy] at any time, unless You complete an Application Requesting Removal of Waiver, and We agree in writing to remove the limitation on that condition.]]

[GBD-1200 G03 (10/08)]

[Pre-existing Condition Limitation: [Are benefits limited for Pre-existing Conditions?]

[We will not pay any benefit, or any increase in benefits, under The [Policy] for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition,] [unless, at the time You become Disabled:

- 1) [You have not received Medical Care for the condition for [365 consecutive days]] while insured under The [Policy]; or]
- 2) You have been continuously insured under The [Policy] for [365 consecutive days].

Pre-existing Condition means:

- 1) any [accidental bodily injury, sickness,] Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such [accidental bodily injury, sickness,] Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the [365 consecutive days] period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a Physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes, or provides Treatment.

Treatment includes but is not limited to:

- 1) medical examinations, tests, attendance or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.]

[GBD-1200 G04 (10/08)]

GENERAL PROVISIONS

Notice of Claim: [When should I notify the Company of a claim?]

You must give Us[, or Our representative,] [written] notice of a claim within [30] days after Disability [or loss] occurs. Failure to give notice within such time shall not invalidate or reduce any claim if it shall be shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. Such notice must include Your name, Your address[, Your account number,]and the [Policy] Number.

[If You are Disabled and become eligible for the Ability Plus Benefit, You must file a separate Notice of Claim within [30] days of becoming eligible.]

[GBD-1200 H01 (10/08)]

Claim Forms: [Are special forms required to file a claim?]

We [or Our representative] will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other [written] proof which fully describes the nature and extent of Your claim.

[Proof of Loss is typically provided by telephone; however, if forms are required, they will be sent to You for providing Proof of Loss within 15 days after We receive a notice of claim.]

[GBD-1200 H02 (10/08)]

Proof of Loss: *[What is Proof of Loss?]*

Proof of Loss may include but is not limited to the following[:

- 1) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability;
 - c) the prognosis of Your Disability;
 - d) Your Pre-disability Earnings, Current [Monthly] Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
 - e) evidence that You are under the Regular Care of a Physician;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release:
 - a) medical, employment and financial information; and
 - b) any other information We may reasonably require;
- 5) Your signed statement identifying all Other Income Benefits; and
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available].

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to Us.

[GBD-1200 H03 (10/08)]

[Additional Proof of Loss: *[What Additional Proof of Loss is the Company entitled to?]*

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The [Policy], We have the right to require You to:

- 1) meet and interview with Our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.]

[GBD-1200 H04 (10/08)]

Sending Proof of Loss: *[When must Proof of Loss be given?]*

Written Proof of Loss must be sent to Us within [90] days following the completion of the [Elimination Period]. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not reasonably possible to give proof within the required time; and
- 2) proof is given as soon as reasonably possible; but
- 3) not later than [1 year] after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability, as reasonably required. In such cases, We must receive the proof within [30] days of the request.

[GBD-1200 H05 (10/08)]

[Claim Payment: *[When are benefit payments issued?]*

When We determine that You;

- 1) are Disabled; and
- 2) eligible to receive benefits;

We will pay accrued benefits at the end of each [[month]] that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid [as soon as] Proof of Loss satisfactory to Us is received.

Benefits may be subject to interest payments as required by applicable law.]

[GBD-1200 H06 (10/08)]

[Claim Payment: *[When are benefit payments issued?]*

Periodic benefit payments will be made on a [monthly] basis after We receive the Proof of Loss satisfactory to Us and will continue while the loss and Our liability continue. We will pay any other benefit due immediately after We receive the Proof of Loss satisfactory to Us. [We will pay any benefit for loss of life under the Accidental Death [and Dismemberment] Benefit and/or the Survivor Income Benefit as shown in the benefit.]

Benefits may be subject to interest payments as required by applicable law.]

[GBD-1200 H07 (10/08)]

Claims to be Paid: *[To whom will [benefits for] my claim be paid?]*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to [\$1,000] to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

[GBD-1200 H08 (10/08)]

[Claim Denial: *[What notification will I receive if my claim is denied?]*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to The [Policy] provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.]

[GBD-1200 H09 (10/08)]

[Claim Appeal: *[What recourse do I have if my claim is denied?]*

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so You:

- 1) must request a review upon written application within:
 - a) [180] days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) [60] days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with Our final decision on the claim.]

[GBD-1200 H10 (10/08)]

[Social Security: *[When must I apply for Social Security Benefits?]*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within [45] days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.]

[GBD-1200 H11 (10/08)]

[Benefit Estimates: *[How does the Company estimate Disability benefits under the United States Social Security Act?]*

We reserve the right to reduce Your [Monthly] Benefit by estimating the Social Security disability benefits You [or Your spouse and children] may be eligible to receive.

When We determine that You [or Your dependent] may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your [Monthly] Benefit by the estimated amount.

Your [Monthly] Benefit will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your [Monthly] Benefit by an estimated amount and:

- 1) You [or Your dependent] are later awarded Social Security disability benefits, We will adjust Your [Monthly] Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for Social Security disability benefits has been denied, We will adjust Your [Monthly] Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security benefits were lower than We estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security Benefits were higher than We estimated, and if Your [Monthly] Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision.]

[GBD-1200 H12 (10/08)]

Overpayment: *[When does an overpayment occur?]*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The [Policy]; or
- 2) when payment is made by Us that should have been made under another group [policy].

This includes, but is not limited to, overpayments resulting from:

- 1) [retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;]
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

[GBD-1200 H13 (10/08)]

Overpayment Recovery: *[How does the Company exercise the right to recover overpayments?]*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under The [Policy].

If benefits are overpaid on any claim, You must reimburse Us within [30] days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) [You;
 - b) any other organization;
 - c) any other insurance company;
 - d) any other person to or for whom payment was made; and
 - e) Your estate];
- 2) reduce or offset against any future benefits payable to You or Your survivors[, including the Minimum [Monthly] Benefit,] until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

[GBD-1200 H14 (10/08)]

[Subrogation: *[What are the Company's subrogation rights?]*

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
- 2) become entitled to and are paid benefits under The [Policy] in compensation for lost wages; and
- 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;

then We will be subrogated to any rights You may have against the Third Party and may, at Our option, bring legal action against the Third Party to recover any payments made by Us in connection with the Disability.

Third Party as used in this provision, means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The [Policy].]

[GBD-1200 H15 (10/08)]

[Reimbursement: *[What are the Company's Reimbursement Rights?]*

We have the right to request to be reimbursed for any benefit payments made or required to be made under The [Policy] for a Disability for which You recover payment from a Third Party.

If You recover payment from a Third Party as:

- a) a legal judgment;
- b) an arbitration award; or
- c) a settlement or otherwise;

You must reimburse Us for the lesser of:

- a) the amount of payment made or required to be made by Us; or
- b) the amount recovered from the Third Party less any reasonable legal fees associated with the recovery.

Third Party as used in this provision, means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The [Policy].]

[GBD-1200 H16 (10/08)]

Legal Actions: *[When can legal action be taken against Us?]*

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is given; or
- 2) more than [3] years after the date Proof of Loss is required to be given according to the terms of The [Policy].

[GBD-1200 H17 (10/08)]

Insurance Fraud: *[How does the Company deal with fraud?]*

Insurance Fraud occurs when You and/or [[Your Employer]] provide Us with false information or files a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You and/or [[Your Employer]] commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You and/or [[Your Employer]] perpetrate Insurance Fraud.

[GBD-1200 H18 (10/08)]

Misstatements: *[What happens if facts are misstated?]*

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement, except fraudulent misstatements, made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

All statements made by [the Policyholder], [the Employer] or You [or Your Spouse] under The [Policy] will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary or Your representative.

[GBD-1200 H19 (10/08)]

[Policy] Interpretation: *[Who interprets the terms and conditions of The [Policy]?]*

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The [Policy]. [This provision applies where the interpretation of The [Policy] is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA).]

[GBD-1200 H20 (10/08)]

Physical Examinations and Autopsy: *[Will I be examined during the course of my claim?]*

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as reasonably necessary; and
- 2) to make an autopsy in case of death where it is not forbidden by law.

[GBD-1200 H21 (10/08)]

[Assignment: *[Are there any rights of assignment?]*

You have the right to absolutely assign Your rights and interest under The [Policy]. We will recognize any absolute assignment made by You under The [Policy], provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us.

We [and [the Policyholder]] assume no responsibility for the validity or effect of an assignment.

You do not have the right to collaterally assign Your rights and interest under The [Policy].]

[GBD-1200 H22 (10/08)]

DEFINITIONS

[Actively at Work] means at work with [the Employer] on a day that is one of [the Employer's] scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.]

[GBD-1200 C01 (10/08)]

[Actively at Work] means You [or Your Spouse] are performing all the Essential Duties of Your [or Your Spouse's] Occupation for wage or profit on a full-time basis (at least 30 hours per week).]

[GBD-1200 C02 (10/08)]

[Active [Employee]] means [an employee] who works for [the Employer] on a regular basis in the usual course of [the Employer's] business. This must be at least the number of hours shown in the Schedule of Insurance.]

[GBD-1200 C03 (10/08)]

[Age] means Your [or Your Spouse's] attained age [as of January 1 of each year.]]

[GBD-1200 C04 (10/08)]

[Any Occupation] means any occupation for which You [or Your Spouse] are qualified by education, training or experience[, and that has an earnings potential greater than [the lesser of:

- 1) [the product of Your [or Your Spouse's] [Indexed] Pre-disability Earnings and the [Initial] Benefit [Period] Percentage]; or
- 2) [the Maximum [Monthly] Benefit]]].]

[GBD-1200 C05 (10/08)]

[Bonuses] means the [monthly] average of monetary bonuses You [or Your Spouse] received from Your [or Your Spouse's] [Employer], over:

- 1) the 12 month period ending immediately prior to the last day You [or Your Spouse] were Actively at Work before You [or Your Spouse] became Disabled; or
- 2) the total period of time You [or Your Spouse] worked for [Your [or Your Spouse's] Employer,] if less than the above period.]

[GBD-1200 C06 (10/08)]

[Commissions] means the [monthly] average of monetary commissions You [or Your Spouse] received from Your [or Your Spouse's] [Employer] over:

- 1) the 12 month period ending immediately prior to the last day You [or Your Spouse] were Actively at Work before You [or Your Spouse] became Disabled; or
- 2) the total period of time You [or Your Spouse] worked for [Your [or Your Spouse's] Employer,] if less than the above period.]

[GBD-1200 C07 (10/08)]

[Complications of Pregnancy] means a condition requiring hospital confinement whose diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy, such as[:

- 1) acute nephritis or nephrosis;
- 2) cardiac decompensation;
- 3) missed abortion; and
- 4) similar medical and surgical conditions of comparable severity].

Complications of Pregnancy will also include[:

- 1) pre-eclampsia;
- 2) placenta previa;
- 3) physician prescribed bed rest for intra-uterine growth retardation, funneling, incompetent cervix;
- 4) termination of ectopic pregnancy;

- 5) spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible; and
- 6) similar medical and surgical conditions of comparable severity].

However, the term Complications of Pregnancy will not include[:

- 1) elective Cesarean section;
- 2) false labor, occasional spotting, or morning sickness;
- 3) hyperemesis gravidarum; or
- 4) similar conditions associated with the management of a difficult pregnancy not consisting of a nosologically distinct Complication of Pregnancy].]

[GBD-1200 C08 (10/08)]

Current [Monthly] Earnings means [monthly] earnings You [or Your Spouse] receive from:

- 1) [[Your [or Your Spouse's] Employer]]; and
- 2) other employment;

while You [or Your Spouse] are Disabled [and eligible for the Disabled and Working Benefit].

[However, if the other employment is a job You [or Your Spouse] held in addition to Your [or Your Spouse's] job with Your [or Your Spouse's] [Employer], then during any period that You [or Your Spouse] are entitled to benefits for being Disabled from Your [or Your Spouse's] Occupation, only the portion of Your [or Your Spouse's] earnings that exceeds Your [or Your Spouse's] average earnings from the other [employer] over the [6] month period just before You [or Your Spouse] became Disabled will count as Current [Monthly] Earnings.]

[Current [Monthly] Earnings also includes the pay You [or Your Spouse] could have received for another job or a modified job if:

- 1) such job was offered to You [or Your Spouse] by Your [or Your Spouse's] [Employer]], or another [employer]], and You [or Your Spouse] refused the offer; and
- 2) the requirements of the position were consistent with:
 - a) Your [or Your Spouse's] education, training and experience; and
 - b) Your [or Your Spouse's] capabilities as medically substantiated by Your Physician.]

[GBD-1200 C09 (10/08)]

[Disabled and Working means that You [or Your Spouse] are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) [pregnancy];

from performing some, but not all of the Essential Duties of Your Occupation, are working on a part-time or limited duty basis, [before age [70]] [and as a result, Your [or Your Spouse's] Current [Monthly] Earnings are more than [20]%, but are less than [80]% of Your [or Your Spouse's] Pre-disability Earnings].]

[GBD-1200 C10 (10/08)]

[Disability or Disabled means Total Disability [or Disabled and Working Disability].]

[GBD-1200 C11 (10/08)]

[Disability or Disabled means You are prevented from performing one or more of the Essential Duties of Any Occupation as a result of:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.]

[GBD-1200 C12 (10/08)]

[Disability or Disabled means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation[, or a Reasonable Alternative Job offered to You by [the Employer].] during the Elimination Period; and
- 2) Your Occupation[, or a Reasonable Alternative Job offered to You by [the Employer].] following the Elimination Period, and as a result Your Current [Monthly] Earnings are less than [80]% of Your [Indexed] Pre-disability Earnings.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation [or a Reasonable Alternative Job offered to You by [the Employer]], but Your Current [Monthly] Earnings are equal to or greater than [80]% of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current [Monthly] Earnings are less than [80]% of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current [Monthly] Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by Your [Employer], or another [employer], and You refused the offer.]

Your Disability must result from:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation[, or a Reasonable Alternative Job offered to You by [the Employer].] alone, does not mean that You are Disabled.]

[Reasonable Alternative Job] means a job with [the Employer], within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay equal to or greater than [60]% of Your [Indexed] Pre-disability Earnings.]]

[GBD-1200 C13 (10/08)]

[Disability or Disabled] means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation during the Elimination Period;
- 2) Your Occupation, for the [24 months] following the Elimination Period, and as a result Your Current [Monthly] Earnings are less than [80]% of Your [Indexed] Pre-disability Earnings;
- 3) Your Occupation [or a Reasonable Alternative Job offered to You by [Your Employer]] after that, for the next [12 months]; and
- 4) after that, Any Occupation.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, [or a Reasonable Alternative Job offered to You by [the Employer].] but Your Current [Monthly] Earnings are equal to or greater than [80]% of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current [Monthly] Earnings are less than [80]% of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current [Monthly] Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by [Your Employer], or another [employer], and You refused the offer.]

Your Disability must result from:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation[, or a Reasonable Alternative Job offered to You by [Your Employer].] alone, does not mean that You are Disabled.]

[Reasonable Alternative Job] means a job with [Your Employer], within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay equal to or greater than [80]% of Your [Indexed] Pre-disability Earnings.]]

[GBD-1200 C14 (10/08)]

[Disability or Disabled] means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation [or a Reasonable Alternative Job offered to You by [Your Employer]] during the Elimination Period;
- 2) Your Occupation [or a Reasonable Alternative Job offered to You by [Your Employer]], for the [24 months] following the Elimination Period, and as a result Your Current [Monthly] Earnings are less than [80]% of Your [Indexed] Pre-disability Earnings; and
- 3) after that, Any Occupation.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation [or a Reasonable Alternative Job offered to You by [Your Employer]], but Your Current [Monthly] Earnings are equal to or greater than [80]% of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of [12 months] from the original date of Disability, or until such time as Your Current [Monthly] Earnings are less than [80]% of Your Pre-disability Earnings, whichever occurs first. [For the purposes of extending Your Elimination Period, Your Current [Monthly] Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by [Your Employer], or another [employer], and You refused the offer.]

Your Disability must result from:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

[Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation[, or a Reasonable Alternative Job offered to You by [Your Employer]], alone, does not mean that You are Disabled.]

[Reasonable Alternative Job] means a job with [Your Employer], within the same general location, the Essential Duties of which You are able to perform, and which considers Your prior education, training or experience, and with a rate of pay equal to or greater than [80]% of Your [Indexed] Pre-disability Earnings.]]

[GBD-1200 C15 (10/08)]

[Elimination Period] means the [longer of the] number of consecutive days at the beginning of any one period of [Total] Disability which must elapse before benefits are payable [or the expiration of any [Employer] sponsored short term Disability benefits or salary continuation program, excluding benefits required by state law].]

[GBD-1200 C16 (10/08)]

[Employer] means[:

- 1) with respect to Your coverage, [[the Policyholder]]; and
- 2) with respect to Your Spouse's coverage, his or her employer].

[GBD-1200 C17 (10/08)]

[Essential Duty] means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your [or Your Spouse's] ability to work the number of hours in Your [or Your Spouse's] regularly scheduled workweek is an Essential Duty. [However, working more than [50] hours per week is not an Essential Duty.]]

[GBD-1200 C18 (10/08)]

[Evidence of Insurability] means evidence must be satisfactory to Us and may include, but will not be limited to[:

- 1) a completed and signed application approved by Us;
- 2) a medical examination[, if requested];
- 3) attending Physicians' statements; and
- 4) any additional information We may require].

[GBD-1200 C51 (10/08)]

[Indexed Pre-disability Earnings] means Your [or Your Spouse's] Pre-disability Earnings adjusted annually by adding the lesser of:

- 1) 10%; or
- 2) the percentage change in the Consumer Price Index (CPI-W).

The percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W. The adjustment is made January 1st each year after You [or Your Spouse] have been Disabled for 12 consecutive month(s), provided You [or Your Spouse] are receiving benefits at the time the adjustment is made. A maximum of 5 adjustments may be made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical

urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.]

[GBD-1200 C19 (10/08)]

[Injury] means bodily injury resulting:

- 1) directly from accident; and
- 2) independently of all other causes[;

which occurs [within [30] days] while You [or Your Spouse] are covered under The [Policy]]. [However, an Injury will be considered a Sickness if Your [or Your Spouse's] Disability begins more than 30 days after the date of the accident.]]

[GBD-1200 C20 (10/08)]

[Mental Illness] means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The [Policy], Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.]

[GBD-1200 C21 (10/08)]

[Monthly] Benefit means a [monthly] sum payable to You [or Your Spouse] while You [or Your Spouse] are Disabled[. Your Benefit will be paid according to the [9 month] pay schedule established by Your employment contract in effect immediately prior to the date of Your Disability], subject to the terms of The [Policy].

[GBD-1200 C22 (10/08)]

[[Monthly] Income Loss means Your Pre-disability Earnings minus Your Current [Monthly] Earnings.]

[GBD-1200 C23 (10/08)]

[Other Income Benefits] means the amount of any benefit for loss of income, provided to You [or Your Spouse] or Your [or Your Spouse's] family, as a result of the period of Disability for which You [or Your Spouse] are claiming benefits under The [Policy]. This includes any such benefits for which You [or Your Spouse] or Your [or Your Spouse's] family are eligible or that are paid to You [or Your Spouse] or Your [or Your Spouse's] family, or to a third party on Your [or Your Spouse's] behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your [or Your Spouse's] job with Your [or Your Spouse's] [Employer];
- 3) plan or arrangement of coverage, other than income from any accumulated sick time, salary continuation or paid time off, whether insured or not, which is received from Your [or Your Spouse's] [Employer] as a result of employment by or association with Your [or Your Spouse's] [Employer] or which is the result of membership in or association with any group, association, union or other organization;
- 4) any income You received from Your [or Your Spouse's] [Employer] as a result of any accumulated sick time salary continuation or paid time off, which causes the [Weekly] Benefit, plus Other Income Benefits to exceed 100% of Your [or Your Spouse's] Pre-disability Earnings. The amount in excess of 100% of Your [or Your Spouse's] Pre-disability Earnings will be used to reduce the [Weekly] Benefit;
- 5) individual insurance policy where the premium is wholly or partially paid by [the Employer];
- 6) mandatory "no-fault" automobile insurance plan;
- 7) disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;that You, Your spouse and/or children, are eligible to receive because of Your [or Your Spouse's] Disability; or
- 8) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - a) that begins after You [or Your Spouse] become Disabled; or

- b) that You [or Your Spouse] were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your [or Your Spouse's] Disability.

Other Income Benefits also means any payments that are made to You [or Your Spouse] or to Your [or Your Spouse's] family, or to a third party on Your [or Your Spouse's] behalf, pursuant to any:

- 1) disability benefit under [Your [or Your Spouse's] Employer's] Retirement Plan;
- 2) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 3) portion of a judgment or settlement, minus associated costs, of a claim or lawsuit that represents or compensates for Your loss of earnings; or
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by [employer] contributions, unless:
 - a) You [or Your Spouse] were receiving it prior to becoming Disabled; or
 - b) You [or Your Spouse] immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement;
(Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your [or Your Spouse's] after-tax contributions.); or
- 5) retirement benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan;
 - d) similar plan or act;that You [,or Your Spouse] and Your spouse and children receive because of Your [or Your Spouse's] retirement, unless You [or Your Spouse] were receiving them prior to becoming Disabled.

If You [or Your Spouse] are paid Other Income Benefits in a lump sum or settlement, You [or Your Spouse] must provide proof satisfactory to Us of:

- 1) the amount attributed to loss of income; and
- 2) the period of time covered by the lump sum or settlement.

We will pro-rate the lump sum or settlement over this period of time. If You [or Your Spouse] cannot or do not provide this information, We will assume the entire sum to be for loss of income, and the time period to be 24 month(s). We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your [or Your Spouse's] claim.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The [Policy]; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.]

[GBD-1200 C24 (10/08)]

[Outpatient Surgical Procedure] means a medically necessary surgical procedure performed by a Physician in the outpatient department of a hospital or ambulatory surgical center.]

[GBD-1200 C25 (10/08)]

[[Participating] [Employer] means [an [Employer] who agrees to participate in the Trust, pays the required contribution for the Active [Employees] and is a participant in accordance with the provisions of The [Policy]].]

[GBD-1200 C26 (10/08)]

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not You [or Your Spouse] or Related to You [or Your Spouse] by blood or marriage.

[GBD-1200 C27 (10/08)]

[[Pre-disability Earnings] means, if You [or Your Spouse] are self-employed, Your [or Your Spouse's] average net [monthly] income (gross revenues less business expenses) from:

- 1) the personal practice of Your [or Your Spouse's] profession; or
- 2) personal conduct of Your [or Your Spouse's] main business.

This average is based on net income for:

- 1) 12 months; or
- 2) 24 months;

whichever produces the higher average, before the determination is made. If You [or Your Spouse] have been self-employed for less than 12 months, it is based on the whole time You [or Your Spouse] were self-employed. If Your [or Your Spouse's] practice is incorporated, net income includes the cost to Your [or Your Spouse's] company of fringe benefits and Your [or Your Spouse's] share of total surplus. Income does not include investment returns, rents, royalties, and the like income which is not directly produced from Your [or Your Spouse's] current work.

Pre-disability Earnings means, if You [or Your Spouse] are not self-employed, Your [or Your Spouse's] regular [monthly] rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the date immediately prior to the date You [or Your Spouse] became Disabled.

However, for the purposes of the Infectious and Contagious Disease Benefit, Pre-disability Earnings means the earnings described above as of the last day You were Actively at Work immediately prior to disclosure.]

[Pre-disability Earnings] means Your [or Your Spouse's] regular [monthly] rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the date immediately prior to the date You [or Your Spouse] became Disabled.

However, for the purposes of the Infectious and Contagious Disease Benefit, Pre-disability Earnings means the earnings described above as of the last day You were Actively at Work immediately prior to disclosure.]

[Pre-disability Earnings] means, for sole proprietor, partners, members of a limited liability company taxable as a partnership under the federal income tax laws, or share holders in a S-Corporation:

- 1) Your [monthly] average of earnings from [Your Employer] reported as ordinary business income (loss) plus any guaranteed payments, less any Section 179 deductions for federal income tax purposes for:
 - a) the one full tax year immediately prior to the last day You were Actively at Work before You became Disabled; or
 - b) the number of months You were employed in this capacity, if less than above period; and
- 2) not contributions You make through a salary reduction agreement with [the Employer] to:
 - a) an Internal Revenue Code (IRC) Section 401(k), 403(b) or 457 deferred compensation arrangement;
 - b) an executive non-qualified deferred compensation arrangement; or
 - c) a salary reduction arrangement under an IRC Section 125 plan;
 for the same period as above.

Pre-disability Earnings does not include bonuses, commissions, tips and tokens, dividends, capital gains and returns of capital.

Pre-disability Earnings means, for hourly paid Active [Employees], the product of:

- 1) the average number of hours You worked per [month], not including overtime, over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled, multiplied by:
- 2) Your hourly wage immediately prior to the last day You were Actively at Work before You became Disabled.

Pre-disability Earnings means, for all other Active [Employees], Your regular [monthly] rate of pay, not counting commissions, bonuses, tips and tokens, overtime pay or any other fringe benefits or extra compensation, in effect on the last day You were Actively at Work before You became Disabled.

However, for the purposes of the Infectious and Contagious Disease Benefit, Pre-disability Earnings means the earnings described above as of the last day You were Actively at Work immediately prior to disclosure.]

[Pre-disability Earnings] means, for specific class description if applicable Your [monthly] average of earnings from [Your Employer] based on Your Statement of Wages Earned and Taxes Withheld (Form W-2) for:

- 1) the one full tax year immediately prior to the last day You were Actively at Work before You became Disabled; or
- 2) the total number of calendar [months] You worked for [Your Employer] as an Active [Employee], if less than the above period.

However, for the purposes of the Infectious and Contagious Disease Benefit, Pre-disability Earnings means the earnings described above as of the last day You were Actively at Work immediately prior to disclosure.]

[Pre-disability Earnings] means the [monthly] average of Your regular earnings from [Your Employer] not counting bonuses, commissions and tips and tokens, overtime pay or any other fringe benefits or extra compensation in effect for the:

- 1) 12 months prior to the last day You were Actively at Work before You became Disabled; or
- 2) the total period of time You worked for [the Employer] as an Active [Employee], if less than the above period.

However, if You were an hourly paid Active [Employee] before You became Disabled, Pre-disability Earnings means the product of:

- 1) the average number of hours You worked per [month], not including overtime, over the most recent 12 month period immediately prior to the last day You were Actively at Work before You became Disabled, multiplied by:
- 2) Your hourly wage in effect immediately prior to the last day You were Actively at Work before You became Disabled.

However, for the purposes of the Infectious and Contagious Disease Benefit, Pre-disability Earnings means the earnings described above as of the last day You were Actively at Work immediately prior to disclosure.]]

[GBD-1200 C29 (10/08)]

[Prior [Policy]] means the [long term disability insurance] carried by [the Employer] on the day before [the [Policy] Effective Date.]]

[GBD-1200 C34 (10/08)]

Regular Care of a Physician means that You [or Your Spouse] are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your [or Your Spouse's] disabling condition; and
- 2) whose treatment is:
 - a) consistent with the diagnosis of the disabling condition;
 - b) according to guidelines established by medical, research, and rehabilitative organizations; and
 - c) administered as often as needed;to achieve the maximum medical improvement.

[GBD-1200 C35 (10/08)]

[Rehabilitation] means a process of Our working together with You in order for Us to plan, adapt, and put into use options and services to meet Your return to work needs. A Rehabilitation program may include, when We consider it to be appropriate, [any necessary and feasible:

- 1) vocational testing;
- 2) vocational training;
- 3) alternative treatment plans such as:
 - a) support groups;
 - b) physical therapy;
 - c) occupational therapy; or
 - d) speech therapy;
- 4) work-place modification to the extent not otherwise provided;
- 5) job placement;
- 6) transitional work; and
- 7) similar services.]]

[GBD-1200 C36 (10/08)]

[Rehabilitative Employment] means employment or service which:

- 1) prepares a Disabled person to resume gainful work; and
- 2) is approved, in writing, by Us.]

[GBD-1200 C37 (10/08)]

Related means Your spouse, [or someone in a similar relationship in law to You,] or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

[GBD-1200 C38 (10/08)]

[Retirement Plan] means a defined benefit or defined contribution plan that provides benefits for Your [or Your Spouse's] retirement and which is not funded wholly by Your [or Your Spouse] contributions. [It does not include:

- 1) a profit sharing plan;
- 2) thrift, savings or stock ownership plans;
- 3) a non-qualified deferred compensation plan; or
- 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457

deferred compensation arrangement.]]

[GBD-1200 C39 (10/08)]

[Sickness] means a Disability [or loss] which is:

- 1) caused or contributed to by:
 - a) any condition, illness, disease or disorder of the body;
 - b) any infection, except a pus-forming infection of an accidental cut or wound or bacterial infection resulting from an accidental ingestion of a contaminated substance;
 - c) hernia of any type unless it is the immediate result of an accidental Injury covered by The [Policy]; or
 - d) [pregnancy];
- 2) caused or contributed to by any medical or surgical treatment for a condition shown in item 1) above.]

[GBD-1200 C40 (10/08)]

[Spouse] means Your spouse who[:

- 1) is under [age 60]; and
- 2) is a citizen or legal resident of the United States [its territories and protectorates]; and
- 3) is not legally separated or divorced from You.]

[Spouse] will include Your domestic partner provided You:

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The [Policy]; or
- 2) have registered as domestic partners with a government agency or office where such registration is available [and provide proof of such registration unless requiring proof is prohibited by law].

You will continue to be considered domestic partners provided You continue to meet the requirements [described in the [domestic partner affidavit]] [or required by law].]

[GBD-1200 C41 (10/08)]

[Substance Abuse] means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

[Substance includes alcohol and drugs but excludes tobacco and caffeine.]]

[GBD-1200 C42 (10/08)]

The [Policy] means the [policy] which We issued to [[the Policyholder]] under [the [Policy] Number][shown on the face page].

[GBD-1200 C43 (10/08)]

[Tips and Tokens] means the [monthly] average of monetary tips and tokens You [or Your Spouse] received from Your [or Your Spouse's] [Employer] over:

- 1) the 12 month(s) period ending immediately prior to the last day You [or Your Spouse] were Actively at Work before You [or Your Spouse] became Disabled; or
- 2) the total period of time You [or Your Spouse] worked for [The Employer], if less than the above period.]

[GBD-1200 C44 (10/08)]

[Total Disability or Totally Disabled] means that You are prevented by:

- 1) Injury;
- 2) Sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) [pregnancy];

from performing the Essential Duties of Your Occupation[, and as a result, You are earning [20]% or less of Your Pre-Disability Earnings].]

[If You are in an occupation that requires You to maintain a license, Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation alone, does not mean that You are disabled from Your Occupation.]

[GBD-1200 C45 (10/08)]

[Total Disability or Totally Disabled] means disability which[:

- 1) [during the Elimination Period and the first [24 months] during which [Accident] Total Disability Benefits are payable,] wholly and continuously prevents You [or Your Spouse] from performing the Essential Duties of Your [or Your Spouse's] Occupation; and
- 2) [after that,] wholly and continuously prevents You [or Your Spouse] from engaging in Any Occupation].

[If You [or Your Spouse] are in an occupation that requires You [or Your Spouse] to maintain a license, Your [or Your Spouse's] failure to pass a physical examination required to maintain that license does not alone mean that You [or Your Spouse] are disabled from [Your] Occupation.]]

[GBD-1200 C46 (10/08)]

[Trust] means [the trust fund established by ABC Policyholder].]

[GBD-1200 C47 (10/08)]

We, Our, or Us means the [insurance company named on the face page of The [Policy]].

[GBD-1200 C48 (10/08)]

[Your Occupation] means [Your [or Your Spouse's] Occupation as it is recognized in the general workplace. Your [or Your Spouse's] Occupation does not mean the specific job You [or Your Spouse] are performing for a specific employer or at a specific location].

[If You [or Your Spouse] are a physician or dentist, Your [or Your Spouse's] Occupation means the general or sub-specialty in which You [or Your Spouse] are practicing for which there is a specialty or sub-specialty recognized by the American Board of Medical Specialties. If the sub-specialty in which You [or Your Spouse] are practicing is not recognized by the American Board of Medical Specialties, You [or Your Spouse] will be considered practicing in the general specialty category.]

[If You [or Your Spouse] are an attorney, Your [or Your Spouse's] Occupation means the legal specialty or specialties in which You [or Your Spouse] have practiced in the five year period preceding Your [or Your Spouse] becoming Disabled. If You [or Your Spouse] have been in legal practice for less than five years, Your [or Your Spouse's] Occupation means the legal specialty or specialties in which You [or Your Spouse] have practiced in the period preceding Your [or Your Spouse's] Disability.]]

[GBD-1200 C49 (10/08)]

You or Your means the person to whom this certificate is issued.

[GBD-1200 C50 (10/08)]



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
[200 Hopmeadow Street
Simsbury, Connecticut 06089]
(A stock insurance company)

[This rider forms a part of a certificate given in connection with The [Policy].

This rider becomes effective on the later to occur of:

- 1) the Effective Date of The [Policy] or, if later, the Effective Date of the certificate to which this rider is attached; or
- 2) the first day of the month on or next following the date We accept Your application and required premium.

]

In all other respects the certificate remains the same.

Signed for Hartford Life and Accident Insurance Company

[

Ricardo A. Anzaldua, Secretary

John C. Walters, President

]



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

[200 Hopmeadow Street, Simsbury, Connecticut 06089]
(A stock insurance company, herein called The Company)
will pay benefits according to the terms and conditions of The [Policy].

[AMENDMENT TO GROUP POLICY GLT-123456 PROCESSED ON OCTOBER 8, 2008. ANY CHANGES BETWEEN THIS POLICY AND THE PREVIOUSLY ISSUED POLICY ARE EFFECTIVE JANUARY 1, 2008. ALL OTHER TERMS CONDITIONS AND DATES REMAIN UNCHANGED.]

[Name of [Policyholder]:] [ABC COMPANY]

[[Policy] Number:]
[123456]

[[Policy Effective Date:]]
[January 1, 2009]

[Place of Delivery:]
[New York]

[Anniversary Date:]
[January 1 of each year, beginning in
2009]

[Premium Due Dates:]
[Monthly, on the first day of each [policy]
month]

Signed for The Company [

Ricardo A. Anzaldúa, Secretary

John C. Walters, President

[The Company agrees with the [Policyholder] to insure certain eligible [Employees] of each [Participating] [Employer].]

[[THIRTY] DAY RIGHT TO EXAMINE [POLICY]

The Company urges you to examine this [Policy] closely. If you are not satisfied with it, you may send it back to The Company for any reason within [30] days after the date you receive it. If so returned, your insurance will be canceled, and any premium paid will be refunded in full.]

Countersigned by.....
[Licensed Resident Agent or] Registrar

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[SCHEDULE OF INSURANCE - ELIGIBILITY]

Eligible [Persons]:

ELIGIBLE [MEMBERS]:

All Active [Members] of [the Policyholder] who are:

- 1) under age 60; and
- 2) working in the United States of America, Puerto Rico, Guam and any other locations where The Company may legally provide such coverage.

ELIGIBLE SPOUSE:

An Eligible [Member's] Spouse, as defined, provided he or she is working in the United States of America, Puerto Rico, Guam and any other locations where The Company may legally provide such coverage.

[Policy] Age Limit: Age 70

Evidence of Insurability:

STANDARD ISSUE PLAN

To be accepted for coverage under The [Policy], all Eligible [Persons] must submit a written application and evidence of insurability satisfactory to The Company.

The Company will pay for any evidence of insurability requested. The Company reserves the right to decline an Eligible [Person's] application for coverage under The [Policy]. If The Company declines an Eligible [Person's] request for coverage and he or she elects to provide The Company with additional evidence of insurability, the additional evidence will be at his or her own expense.

GUARANTEED ISSUE PLAN

If an Eligible [Person's] evidence of insurability is not satisfactory to The Company, he or she will be accepted under the Guaranteed Issue Plan if he or she:

- 1) is under age 50; and
- 2) applies for coverage within 90 days of becoming an Eligible [Person]; and
- 3) is Actively at Work during the 90 consecutive day period immediately before the date the written application was made.

Eligibility Restriction:

The Eligible [Member] must apply for coverage in order to apply for coverage for his or her Spouse. If a husband and wife are both Eligible [Members], only one may apply for coverage as a [member] of [the Policyholder] and the other may be covered as a Spouse only.]

An Eligible [Person] who becomes covered under The [Policy] will be referred to herein as an Insured Person.]

[SCHEDULE OF INSURANCE - ELIGIBILITY]

Eligible [Persons]:

DESCRIPTION OF ELIGIBLE [PERSONS]

All Active [Members] of [the Policyholder] who are:

- 1) under age 65; and
- 2) working in the United States of America, Puerto Rico, Guam and any other locations where The Company may legally provide such coverage.

Eligible Dependents:

DESCRIPTION OF ELIGIBLE SPOUSE

An Eligible [Member's] Spouse, as defined, provided he or she is working in the United States of America, Puerto Rico, Guam and any other locations where the Company may legally provide such coverage.

DESCRIPTION OF ELIGIBLE DEPENDENT CHILDREN

An Eligible [Person's] Dependent Children, as defined.

[Policy] Age Limit: Age 70

Evidence of Insurability:

STANDARD ISSUE PLAN

To be accepted for coverage under The [Policy], all Eligible [Persons] and Eligible Dependents must submit a written application and evidence of insurability satisfactory to The Company.

The Company will pay for any evidence of insurability requested. The Company reserves the right to decline an Eligible [Person's] application for coverage under The [Policy]. If The Company declines and an Eligible [Person] elects to provide The Company with additional evidence of insurability, the additional evidence will be at his or her own expense.

GUARANTEED ISSUE PLAN

If an Eligible [Person's] Evidence of Insurability is not satisfactory to The Company, he or she will be accepted under this [Policy] if:

- 1) he or she is under age 50 on the date The Company receives his or her written application; and
- 2) during the 90 consecutive day period immediately prior to the date of his or her written application, he or she was:
 - a) Actively at Work; or
 - b) if not employed, able to carry on all the normal and customary activities of a person of like age and sex in good health.

MODIFIED GUARANTEED ISSUE PLAN

If an Eligible [Person's] Evidence of Insurability is not satisfactory to The Company, he or she will be accepted under The [Policy] if:

- 1) he or she is under age 60 on the date The Company received his or her written application; and
- 2) during the 90 consecutive day period immediately prior to the date of his or her written application, he or she was:
 - a) Actively at Work; or
 - b) if not employed, able to carry on all the normal and customary activities of a person of like age and sex in good health.

Re-entry:

On each ten year anniversary of the Covered Person's Certificate of Insurance effective date, and subject to the Eligibility provisions shown, the Covered Person can choose to continue coverage by applying for re-entry into this 10 Year Level Term Plan. The Company will require a written application and evidence of insurability satisfactory to The Company.

Eligibility Restriction:

When a husband and wife are both Eligible [Persons]:

- 1) coverage may not be duplicated by applying as dependents of each other; and
- 2) coverage for an Eligible Dependent Child may be requested by either the wife or the husband, but not both.

No Eligible Child will be covered unless either the Eligible [Person] or the Eligible Spouse is covered.

An Eligible [Person] who becomes covered under The [Policy] will be referred to herein as an Insured Person. An Insured Person and his or her covered Dependents will be referred to herein as Covered Persons.]

[SCHEDULE OF INSURANCE - BENEFITS

The [Monthly] Benefit, Maximum Payment Period and Elimination Period for each person covered under The [Policy] will be as elected from this Schedule of Insurance at the time of application subject to:

- 1) the Eligibility provisions; and
- 2) all other terms and conditions of The [Policy].

Total Disability Benefit

[Monthly] Benefit: \$2,500

The [Monthly] Benefit payable will be subject to the Offset Provision stated below. In no event will the [Monthly] Benefit elected exceed 60% of Your Pre-Disability Earnings.

Offset Provision:

The benefit amount payable as the result of the Insured Person's Total Disability will be the lesser of:

- 1) the [Monthly] Benefit; or
- 2) 60% of the Insured Person's Pre-Disability Earnings minus:
 - a) any Other Income Benefits, including those for which the Insured Person could collect but did not apply; and
 - b) all other income from any [employer] or for any work.

However, if the Insured Person's [Monthly] Benefit would reduce to less than \$50 per [month] due to Other Income Benefits, then the minimum [Monthly] Benefit under The [Policy] will be \$50 per [month].

Maximum Payment Period:

For Disability beginning:

- 1) before age 61: 5 years
- 2) age 61 or over but under 62: 4 years
- 3) age 62 or over but under 63: 3 years
- 4) age 63 or over but under 70: 2 years

The [Monthly] Benefit will be paid for the longer of:

- 1) the period shown in the above table; or
- 2) to the Insured Person's Normal Retirement Age under the most recent amendments to the United States Social Security Act.

However, the Maximum Payment Period may be reduced due to Mental Illness or Substance Abuse as specified in the Total Disability Benefit and Disabled and Working Benefit.

Elimination Period: 3 months

Guaranteed Issue Plan

[Monthly] Benefit: \$500

Maximum Payment Period:

For Disability, as a result of an accident, beginning:

- 1) before age 61: 5 years
- 2) age 61 or over but under 62: 4 years
- 3) age 62 or over but under 63: 3 years
- 4) age 63 or over but under 70: 2 years

For Disability, as a result of a sickness: 1 year

However, the Maximum Payment Period may be reduced due to Mental Illness or Substance Abuse as specified in the Total Disability Benefit and Disabled and Working Benefit.

Elimination Period: 90 days

Reduction in [Monthly] Benefit Based on Age:

On the Premium Due Date on or next following the date the Insured Person:

- 1) attains age 60, if the Insured Person's [Monthly] Benefit is greater than \$3,000, it will reduce to \$3,000; and
- 2) attains age 65, if the Insured Person's [Monthly] Benefit is greater than \$1,000, it will reduce to \$1,000;

with an appropriate adjustment in premium.

[SCHEDULE OF INSURANCE - BENEFITS

Any reduction in coverage will not apply to any period of continuous Disability that began prior to the effective date of the reduction.]]

[SCHEDULE OF INSURANCE - BENEFITS

Additional Benefits:

Disabled and Working Benefit

see benefit

Minimum Indemnities for Specified Injuries

see benefit

Accidental Death and Dismemberment Benefit

Principal Sum: \$2,500

Rehabilitative Employment Benefit

see benefit

Survivor Income Benefit

see benefit

Hospital Income Benefit

Daily Benefit: \$150

Maximum Payment Period: 365 days

Critical Illness Benefit

see benefit

Cost of Living Adjustment Benefit

see benefit

Business Overhead Expense Benefit

[Monthly] Benefit: \$100

Maximum Payment Period: 2 years

Elimination Period: 15 days

Ability Plus Benefit

see benefit

Automatic Increase Benefit

see benefit

[SCHEDULE OF INSURANCE - BENEFITS

The Amount of Life Insurance for each person covered under The [Policy] will be as elected from this Schedule of Insurance at the time of application subject to:

- 1) the Eligibility provisions; and
- 2) all other terms and conditions of The [Policy].

The Amount of Insurance cannot be more than the amount across from the Insured Person's age at the time of election.

Life Insurance Benefit

The benefits payable under The [Policy] shall be payable to the beneficiary or beneficiaries designated by the Insured as stated in the Certificate(s) of Insurance.

Category of Person

Amount of Life Insurance

Life Insurance Benefit

Standard Issue Program

Basic Amount of Life Insurance

Insured Person	\$10,000
Spouse	\$5,000
Dependent Child(ren)	
a) under 6 months of age	\$500
b) 6 months or older	\$1,000

Supplemental Amount of Life Insurance

Insured Person	
a) under age 60	The amount requested subject to a minimum of \$10,000 and a maximum of \$80,000 in \$10,000 increments.
b) age 60 or over, but under age 65	The amount requested subject to a minimum of \$10,000 and a maximum of \$30,000 in \$10,000 increments.
Spouse	
a) under age 60	The amount requested subject to a minimum of \$10,000 and a maximum of \$80,000 in \$10,000 increments.
b) age 60 or over, but under age 65	The amount requested subject to a minimum of \$10,000 and a maximum of \$30,000 in \$10,000 increments.
Dependent Child(ren)	Not available to Child(ren).

Guaranteed Issue Program

Insured Person Coverage only	\$20,000
Spouse	\$5,000

Modified Guaranteed Issue Program

Insured Person Coverage only	1st coverage year	\$1,000
	2nd coverage year	\$2,000
	3rd coverage year	\$3,000
	4th coverage year	\$4,000
	5th coverage year and beyond	\$5,000

[SCHEDULE OF INSURANCE - BENEFITS

Accidental Death and Dismemberment Benefit

An amount equal to the Insured Person's Amount of Life Insurance

Dependent Accidental Death and Dismemberment Benefit

Principal Sum

Insured Person's [Spouse]: \$5,000

Insured Person's [Dependent Child(ren)]
newborn to age 19: \$1,000

Reduction in Amount of Life Insurance

The Company will reduce the Amount of Life Insurance for the Insured Person by any Amount of Life Insurance paid in accordance with:

- 1) the Critical Illness Benefit; or
- 2) the Accelerated Benefit.

Reduction in Amount of Coverage Due to Age

The Company will reduce the Insured Person's total amount of Life Insurance by 50% on the Premium Due Date next following the date he or she attains age 65, with an appropriate adjustment in premium. This reduction will also apply to the Accidental Death and Dismemberment Benefit.

Aggregate Coverage Maximum: Each Covered Person's coverage under this and all Level Term Life [Policies] issued by The Company to the [Policyholder] can not exceed \$1,000,000.

Each Covered Person may not be covered:

- 1) under more than two 10 Year Level Term Certificate(s) of Insurance; or
- 2) for a total benefit amount under all Certificates of Insurance which exceed \$1,000,000.

Aggregate Coverage Maximum: A Covered Person cannot be covered under more than two Certificate(s) of Insurance or [Policies] which contain a plan of Simplified Issue Term Level Life Insurance, issued by The Company.

A Covered Person's total Level Term Life Benefit Amount under this Term Life Insurance [Policy] issued by The Company cannot exceed two times the maximum face amount.

If coverage exceeds the Aggregate Coverage Maximum (Under Age 70 \$300,000, Age 70 to 80 \$150,000) premiums paid for coverage over the Aggregate Coverage Maximum will be refunded. (The Aggregate Coverage Maximum is the total amount of Simplified Issue Term Life Insurance an insured may have in force with The Company under two Certificates of Insurance or [Policies].)

Additional Benefits

Accelerated Benefit

see benefit

Critical Illness Benefit

see benefit

Ability Plus Benefit

see benefit

Additional Accidental Death and Dismemberment Benefits (Insured Person Only)

Seat Belt Benefit Amount

Percentage of Accidental Death and Dismemberment Principal Sum: 10%
Maximum Amount: \$10,000
Minimum Amount: \$1,000

Air Bag Benefit Amount

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
Maximum Amount: \$10,000

[SCHEDULE OF INSURANCE - BENEFITS

Repatriation Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 5%
Maximum Amount: \$5,000

Felonious Assault Benefit

Percentage of Supplemental Accidental Death and Dismemberment Principal Sum: 10%
Maximum Amount: \$10,000

Child Education Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 2.5%
Maximum Amount: \$2,500
Minimum Benefit: \$1,250

Day Care Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 2.5%
Maximum Amount: \$2,500
Minimum Benefit: \$1,250

Rehabilitation Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 2.5%
Maximum Amount: \$2,500

Spouse Education Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 2.5%
Maximum Amount: \$2,500
Minimum Benefit: \$1,250

Adaptive Home and Vehicle Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 2.5%
Maximum Amount: \$2,500

Coma Benefit

Waiting Period: 30 Days

Maximum Amount: Supplemental Accidental Death and Dismemberment Principal Sum less all other Accidental Death and Dismemberment payments under The [Policy] for the Injury

Critical Burn Benefit

Percentage of Supplemental Accidental Death and Dismemberment Principal Sum: 5%
Maximum Amount: \$5,000

Therapeutic Counseling Benefit

Percentage of Supplemental Accidental Death and Dismemberment Principal Sum: 5%
Maximum Amount: \$5,000

Common Disaster Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 2.5%
Maximum Amount: \$2,500

Survivor Income Benefit

Percentage of Accidental Death and Dismemberment Principal Sum: 2.5%
Maximum Amount: \$2,500]

[SCHEDULE OF INSURANCE

[The Schedule(s) of Insurance for The [Policy] benefits listed below are shown in the Certificate(s) of Insurance, as incorporated into The [Policy].

- 1) Basic Life Insurance
- 2) Supplemental Life Insurance
- 3) Accidental Death, Dismemberment and Loss of Sight Benefit
- 4) Dependent Life Insurance
- 5) Spouse Accidental Death, Dismemberment and Loss of Sight Benefit
- 6) Short Term Disability Insurance
- 7) Long Term Disability Insurance
- 8) Retiree Life Insurance]

The Schedule(s) of Insurance will address the[

- 1) benefit amounts and maximum limits;
- 2) eligibility and effective date requirements; and
- 3) other schedule amounts and limits;]

which apply to the [employees] of [the Policyholder].]

[PREMIUM PROVISIONS]

[Individual Premiums]

Premiums for [each] [Insured Person] are [stated in the table on the following page(s)].

Premiums are based on the [Insured Person's]:

- 1) age [on his or her effective date and on each Premium Due Date thereafter];
- 2) sex and occupational class;
- 3) plan and amount of insurance;
- 4) rating class;
- 5) gender; and
- 6) status as a smoker or non-smoker.]

[The premiums shown are for [quarterly] periods of coverage. If a premium becomes due for a different period of time, it will be pro-rated.

Premiums for ages [65] and over are renewal premiums only.]

[The rate shown is the annual rate for [\$10,000] in the Life Insurance Benefit under the [Ten] Year Level Term Plan. Monthly rates are [.0875] times the annual rate; quarterly rates are [.2625] times the annual rate and semi-annual rates are [.5250] times the annual rates.]]

[Individual Premium Due Dates]

The first premium for each Eligible [Person] is due on the date he or she becomes covered under The [Policy]. Each premium after that is due at the end of the period for which his or her preceding premium was paid.]

[Individual Grace Period]

A grace period of [31] days from the Individual Premium Due Date is allowed each person covered under The [Policy] for payment of each premium due after the initial premium. The Company will continue the insurance covered under The [Policy] during the Individual Grace Period.

[The Individual Grace Period will not continue coverage beyond a date stated in the Cancellation provision.]]

[[Policy] Premium]

The premium for The [Policy] is the sum of the Individual Premiums for each person covered under The [Policy].]

[[Policy] Premium Due Dates]

The [Policy] Premium is payable on:

- 1) [the [Policy] Effective Date]; and
- 2) the first day of each [third] month thereafter.

Each [Policy] Premium is due on or in advance of the Premium Due Date. The [Policy] terminates on the last day of the period for which premium is paid.]

[[Policy] Payment]

The [Policy] Premiums are to be paid to The Company by [the Policyholder]. However, they may be paid to The Company by any other person according to a mutual agreement among the other person, [the Policyholder] and The Company.]

[Change of Premiums]

The Company has the right to change the premium rate [on the first [Policy] Anniversary and on any Premium Due Date thereafter]. [This includes the right to change premium rates for a benefit that applies to all individuals of the same class, age and sex].

The Company will give [the Policyholder] notice of any change at least [30] days before the Premium Due Date on which it is to become effective.]

[Any change will apply only to new coverage issued on or after the effective date of the change in rates.]

[[An Insured Person's] rate is guaranteed to remain unchanged for the duration of each [10] year period of coverage.]]]

[PREMIUM PROVISIONS

[Experience Rating

If The [Policy] is experience rated, any credit amount due [the Policyholder] will be allowed on The [Policy] Anniversary Date and, at [the Policyholder's] request, will be:

- 1) paid to [the Policyholder] in cash;
- 2) used to reduce [the Policyholder] premiums for the prior [policy] year; or
- 3) used to provide additional insurance for covered persons.

Any credit amount shall be determined by the rating plan or plans used by The Company.]

[PREMIUM PROVISIONS]

[Initial] [[Monthly]] Premium Rates

[The [initial] [monthly] premium rates to be charged [for [employee] coverage and/or child/spouse coverage, if applicable,] are shown on the following page(s).]

The [first premium] is due and payable on the effective date of The [Policy]. [Subject to The [Policy's] grace period provision, all premiums after the first must be paid when or before they are due.

[Premiums are based on the [employee's]]:

- 1) age on his or her effective date and thereafter on the first day of the month following the month in which his or her birthday occurs; and
- 2) sex and occupational class].]

[For Long Term Disability Benefits, the amount of an [employee's] Pre-disability Earnings which is disregarded in determining his or her [Monthly] Benefit because of the Maximum [Monthly] Benefit limitation will also be disregarded in determining the amount of the total insured payroll.]

The [Initial] [Monthly] Premium Rates may be converted as follows:

To Convert Rates to:	Use a Conversion Factor of:
-- annual rates	11.8227
-- semi-annual rates	5.9557
-- quarterly rates	2.9852

Grace Period

The Company will allow [the Policyholder] a [31] day grace period for the payment of all premiums after the first. During this [31] day period, The [Policy] will stay in force. If the owed premium is not paid by the [31st] day, The [Policy] will automatically terminate. If [the Policyholder] gives The Company written advance notice of an earlier cancellation date, The [Policy] will terminate on the earlier date. Premium is due for each day The [Policy] is in force.

[[Monthly] Premium Rate Guarantee

Initial [Monthly] Premium Rates are guaranteed as follows:]

[Benefit	Rate Guarantee Period
Short Term Disability Benefits	6 months
Long Term Disability Benefits	6 months
Life Insurance	6 months
Basic Life Insurance	6 months
Supplemental Life Insurance	6 months
Dependent Life Insurance	6 months
Basic Dependent Life Insurance	6 months
Supplemental Dependent Life Insurance	6 months
Accidental Death, Dismemberment and Loss of Sight Benefit	6 months
Basic Accidental Death, Dismemberment and Loss of Sight Benefit	6 months
Supplemental Accidental Death, Dismemberment and Loss of Sight Benefit	6 months
Loss of Sight Benefit	6 months
Spouse Accidental Death, Dismemberment and Loss of Sight Benefit	6 months]

[Subject to the Rate Guarantee Period shown above,] The Company has the right to change premium rates on any premium due date if:

- 1) written notice is delivered to [the Policyholder's] last address on record; and
- 2) the change is effective at least [30] days after the date of notice.

[The Rate Guarantee Period supersedes only those provisions appearing elsewhere in this [Policy] which give The Company the right to change the premium rates, and then, only for the period of time for which the rates are guaranteed. However, The Company may change the premium rates during the Rate Guarantee Period if there is a change in The [Policy], or if there is a [10]% increase or decrease in the number of insured [Employees], or if [the Policyholder] adds or deletes a subsidiary or affiliated business [Entity]. The Company may also change the premium rates during the Rate Guarantee Period if there has been a material misstatement in the reported experience during the pre-sale process. The Rate Guarantee Period in no way affects, amends or supersedes any other provision in The [Policy].]]]

[PREMIUM PROVISIONS]

[Calculation]

Premiums may be calculated by multiplying the rate times the applicable number of units of coverage.

If any insurance is added, increased or becomes effective after The [Policy] is in force, the premium charges will begin on:

- 1) the day the coverage is effective, if it is also the first day of a [policy] month; or
- 2) the first day of the next [policy] month.

For insurance which is terminated, premium charges will stop as of the first day of the next [policy] month.

[With respect to Dependent Life Insurance only, the premium rate per Dependent unit or per [\$1,000] of insurance, whichever is applicable, will be based on actuarial assumptions, due to the difficulty in obtaining the ages of all Dependents who are covered under this benefit. The actuarial assumptions will produce, in the opinion of The Company, the same total amount of premium as would be obtained by the use of the actual ages of the Dependents covered.]

Premiums may be calculated by any other method which both The Company and [the Policyholder] agree to in writing.]

Premium [Payments]

[Premium payments are due and payable in full to a place designated by The Company or, with respect to the initial premium payment, premium payments may be made to an authorized agent of The Company.] [The pre-payment of premiums for a particular period by [the Policyholder] is not a guarantee that The [Policy] will remain in force.]

[All premiums due under The [Policy] shall be remitted by the [the Policyholder] or [the Policyholder's] designee to The Company on or before the due date.]

[Experience Rating]

If The [Policy] is experience rated, any credit amount due [the Policyholder] will be allowed on The [Policy] Anniversary Date and, at [the Policyholder's] request, will be:

- 1) paid to [the Policyholder] in cash;
- 2) used to reduce [the Policyholder] premiums for the prior [policy] year; or
- 3) used to provide additional insurance for covered persons.

Any credit amount shall be determined by the rating plan or plans used by The Company.]

[Combined Experience]

If the experience of The [Policy] is combined with other [policies], it shall be combined only with the experience of the following [policies]: [0GL-123456; 0GL-123457 and 0GL-123458].]]

[PREMIUM SCHEDULE

[Long Term Disability Benefits: PREMIUMS

Short Term Disability Benefits: PREMIUMS

Life Insurance: PREMIUMS

Accidental Death and Dismemberment: PREMIUMS]]

[[PARTICIPATING] [ENTITIES]

The **[Policyholder]** means [ABC Policyholder].

[Participating] [Entity] means any [entity] [that has become a member of [ABC Policyholder]].

The Company or [the Policyholder], by written request, may add to or delete from the list of [Participating] [Entities] in The [Policy] [at any time]. [The Company] will keep a list of [Participating] [Entities] accepted by The Company and the effective dates of coverage for each.

Any change, subject to The Company's written approval, will become effective [on a date which is mutually agreeable to [the Policyholder] and The Company]. [The Policyholder] may act for or on behalf of all [Participating] [Entities] in all matters of The [Policy]. The following will be binding on all [Participating] [Entities]:

- 1) all agreements between The Company and [the Policyholder];
- 2) all notices from The Company to [the Policyholder]; and
- 3) all notices from [the Policyholder] to The Company.

Each reference in The [Policy] to a relationship between [the Policyholder] and the [Eligible Persons] includes the same relationship between each [Participating] [Entity] and its [Eligible Persons], except where The [Policy] describes specific differences.

Individual Effective Date

A person associated with a [Participating] [Entity] will not:

- 1) become an [Eligible Person] before the [entity] qualifies; or
- 2) continue as an [Eligible Person] after the [entity] ceases to qualify;

as a [Participating] [Entity].

[Premiums]

A [Participating] [Entity's] premiums will be calculated based on[:

- 1) the coverage requested; and
- 2) the data given to The Company by the [Participating] [Entity]].

Upon termination of coverage, any unearned premium will be calculated on a pro-rata basis. The Company will promptly return any unearned premium paid.]

Data Given by [Participating] [Entity]

[The [Participating] [Entity], with our approval, may keep the important insurance records on all persons covered under The [Policy]. The [Participating] [Entity] or its designee must give The Company information, when and in the manner The Company asks, to administer the insurance provided by The [Policy].]

[The [Participating] [Entity] will, upon our request, give The Company[:

- 1) the names of all persons initially eligible for coverage;
- 2) the names of all additional persons who become eligible for coverage;
- 3) the names of all persons whose amount of insurance is to be changed;
- 4) the names of all persons whose eligibility or insurance is terminated; and
- 5) any data necessary to administer the insurance provided by The [Policy]]].

The [Participating] [Entity's] failure to:

- 1) give The Company the name of any person covered under The [Policy] will not invalidate such person's insurance[;
- 2) report a person's termination of insurance will not continue the coverage beyond the date of termination].

[The Policyholder's] and/or [Participating] [Entity's] insurance records will be open for our inspection at any reasonable time.

[Participating] [Entity] Termination Date

A [Participating] [Entity] will cease to be covered on the first to occur off:

- 1) the date the [Participating] [Entity] ceases to be a member of [the Policyholder];
- 2) the date requested by the [Participating] [Entity] but not prior to The Company's receipt of the request;
- 3) the termination date of The [Policy];
- 4) the date the [Participating] [Entity's] premium is due, but not paid; or

[[PARTICIPATING] [ENTITIES]

- 5) the date on which [the Policyholder] requests that the [Entity] be removed from The [Policy]. Such date must be stated in a written notice to The Company, and must be after the date of the notice].]

[[PARTICIPATING] [ENTITIES]

[Name of [Participating] [Entity]	Effective Date	Account Number	Termination Date
ABC Entity	January 1, 2010	000-00-0000	January 1, 2011]]

POLICY PROVISIONS

Entire Contract

The contract between the parties consists of:

- 1) The [Policy];
- 2) any Certificate(s) of Insurance incorporated and made a part of The [Policy];
- 3) any riders issued in connection with such Certificate(s) of Insurance[, including [Participating] [Employer] riders];
- 4) [the Policyholder's] application, if any, a copy of which is attached to and made a part of The [Policy] when issued;
- 5) any [individual] application submitted by the [Eligible Person] and accepted by The Company in connection with The [Policy]; and[
- 6) The [Participating] [Employer's] application or agreement if any, a copy of which is attached to and made a part of The [Policy] when issued].

All statements made by [the Policyholder], [[Participating] [Entity]] or persons insured under The [Policy] will be deemed representations and not warranties. No statement made to affect this insurance will be used in any contest unless it is in writing and a copy of it is given to the person who made it, or to his or her beneficiary.

Incontestability

Except for non-payment of premium, the insurance provided by The [Policy] cannot be contested after such insurance has been in effect for a period of 2 years.

Changes

The Company reserves the right to make changes in The [Policy], after The [Policy] has been in force for [12] months. The Company will give [the Policyholder] [30] days advance written notice of any change. No agent has authority to change or waive any part of The [Policy]. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of The [Policy].

Clerical Error

Clerical error (whether by [the Policyholder][the Plan Administrator,] or The Company) in keeping the records having to do with The [Policy], or delays in making entries on the records, will not void the insurance of any person if that insurance would otherwise have been in effect. A clerical error will not extend the insurance of any person if that insurance would otherwise have ended or been reduced as provided by The [Policy]. When a clerical error is found, premiums and benefits will be adjusted based on the true facts and The [Policy].

Conformity with Law

If any provision of The [Policy] is contrary to the law of the jurisdiction in which it is delivered, such provision is hereby amended to conform to that law. If any change to state or federal law, including but not limited to the Federal Social Security Act, affects The Company's liability under The [Policy], The Company may change The [Policy], the premiums or both. Such change:

- 1) will be effective as of the date of the change to the state or federal law; and
- 2) will not be made until The Company gives [the Policyholder] [30] days notice.

[Termination of [Policy]

The Company may terminate The [Policy] for the following reasons by giving [the Policyholder] [30] days written notice[:

- 1) [the Policyholder] fails to furnish any information which The Company may reasonably require;
- 2) [the Policyholder] fails to perform any of its other obligations pertaining to this [Policy];
- 3) Less than [100]% of the persons eligible for coverage on a Non-contributory basis are insured;
- 4) Less than [75]% of the persons eligible for coverage on a Contributory basis are insured; or
- 5) Fewer than [10] persons are insured].

In addition, The Company may terminate this [Policy] on any premium due date after The [Policy] has been in force for [12] months by providing [30] days written notice. [If The [Policy] is terminated, [the Policyholder] is responsible for providing notice to insureds of their right to convert under The [Policy].]

[The Company reserves the right to terminate Dependent Life Insurance Benefits on any premium due date on which[:

- 1) there are fewer than [10] persons insured for Dependent coverage; or
- 2) less than [75]% of the persons eligible for Dependent coverage on a Contributory basis are insured].

The Company shall give [the Policyholder] [30] days notice of its intent to terminate the Dependent Life Insurance Benefit.]]

POLICY PROVISIONS

[Cancellation]

The [Policy] may be cancelled [at any time] by written notice mailed or delivered by The Company to [the Policyholder], or by [the Policyholder] to The Company. If The Company cancels, The Company will mail or deliver the notice to [the Policyholder] at its last address shown in our records. If The Company cancels, it becomes effective on [the later of]:

- 1) the date stated in the notice; or
- 2) the [30th] day after The Company mails or delivers the notice].

If [the Policyholder] cancels, it becomes effective on [the later of]:

- 1) the date The Company receives the notice; or
- 2) the date stated in the notice].

In either event:

- 1) The Company will promptly return to [the Policyholder] any unearned premium; or
- 2) [the Policyholder] will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro rata basis. Cancellation will be without prejudice to any claim which commenced prior to the effective date of the cancellation.]

[Cancellation and Discontinuance]

[The Policyholder] has the right to cease sponsorship under The [Policy] with respect to the addition of new persons. The Company has the right to cease accepting new applications at any time. In either event, The [Policy] terminates when no one remains insured under The [Policy].]

Certificate(s) of Insurance

The Company will give individual Certificate(s) of Insurance to:

- 1) [the Policyholder]; or
- 2) any other person according to a mutual agreement among the other person, [the Policyholder], and The Company;

for delivery to persons covered under The [Policy] and which will explain the important features of The [Policy].

[Data To Be Furnished]

[The Policyholder], or any other person designated by [the Policyholder], will give The Company all information The Company needs regarding matters pertaining to the insurance. At any reasonable time while The [Policy] is in force and for [12] months after that, The Company may inspect any of [the Policyholder's] documents, books, or records which may affect the insurance or premiums of The [Policy].

[The Policyholder] will, upon our request, give The Company[:

- 1) the names of all persons initially eligible for coverage;
- 2) the names of all additional persons who become eligible for coverage;
- 3) the names of all persons whose amount of insurance is to be changed;
- 4) the names of all persons whose eligibility or insurance is terminated; and
- 5) any data necessary to administer the insurance provided by The [Policy]].

[Simplified medical underwriting is subject to certain participation levels.]

If [the Policyholder] gives The Company any incorrect information, the relevant facts will be determined to establish if insurance is in effect and in what amount.

No person will be deprived of insurance to which he is otherwise entitled or have insurance to which he is not entitled, because of any misstatement of fact by [the Policyholder]. Any required adjustment may be made in premiums or benefits.]

[Right to Audit]

The Company reserves the right to audit, [once every 2 years,] [the Policyholder's] billing records and premium accounting practices. If The Company discovers:

- 1) an underpayment of premium by [the Policyholder], [the Policyholder] will be obligated to remit, in a timely manner, the underpayment amount; or
- 2) an overpayment of premium, The Company will return any overpayment amount in a timely manner;

for the previous [2] year period.]

[Not in Lieu of Worker's Compensation]

This [Policy] does not satisfy any requirement for worker's compensation insurance.]

POLICY PROVISIONS

Time Period

All periods begin and end at 12:01 A.M., standard time, at [the Policyholder's] address.

Disclosure of Fees

The Company may reduce or adjust premiums, rates, fees and/or other expenses for programs under The [Policy].

Disclosure of Services

In addition to the insurance coverage, [the Policyholder] may offer noninsurance benefits and services to [Active [Employees]] based on [the Policyholder's] plan design, programs and/or leave arrangements.

[Disclosure of Payment to [the Policyholder]

The Company [has agreed to] make payment to [the Policyholder] for reimbursement of cost(s) associated with [:

- 1) audit;
- 2) marketing communication services; and

[other] administrative expenses.]]

[INCORPORATION PROVISION



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

[200 Hopmeadow Street, Simsbury, Connecticut 06089]
(A stock insurance company, herein called The Company)]

[The Certificate(s) of Insurance and Rider(s) and [Policy] Change(s) listed below are attached to, incorporated in and made a part of, The [Policy].

<u>Certificate(s) of Insurance</u>	<u>Applicable to:</u>	<u>Effective Date of Incorporation</u>	<u>Termination Date</u>
[Form GBD-1100 (10/08) (123456) GLT 18.04]	[All Eligible Persons]	[January 1, 2010]	[January 1, 2011]
<u>Rider(s)</u>	<u>Applicable to:</u>	<u>Effective Date of Incorporation</u>	<u>Termination Date</u>
[PA-9394 (10/08) (123456) 1.0]	[All Eligible Persons]	[January 1, 2010]	[January 1, 2011]
<u>[Policy] Change(s)</u>	<u>Applicable to:</u>	<u>Effective Date of Change</u>	<u>Termination Date</u>
[[Policy] Page Added: Form GBD-1000 C.3 (10/08)]	[All Eligible Persons]	[January 1, 2010]	[January 1, 2011]
[[Policy] Page Deleted: Form GBD-1000 C.2 (10/08)]	[All Eligible Persons]	[January 1, 2010]]

The provisions found in the Certificate(s) of Insurance will address the benefit plan, period of coverage, exclusions, claims and other general [policy] provisions pertaining to state insurance law requirements.

[In all other respects, The [Policy] and Certificate(s) of Insurance remain the same.

RIDER: This rider, issued [June 1, 2010], forms a part of [Policy] Number [123456] issued to [ABC Policyholder]. It is effective [January 1, 2010]. It does not vary, waive, alter or extend any of the terms, conditions, or provisions of The [Policy], except as stated herein.

[Signed for **The Company**


Ricardo A. Anzaldua, Secretary


John C. Walters, President

]]

]



HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

[200 Hopmeadow Street, Simsbury, Connecticut 06089]
(A stock insurance company, herein called The Company)

[[Policy] Modifications: The [Policy] is amended as follows:]

[The Initial Monthly Premium Rates for Class 3 will be \$.22 for each \$1,000 of Basic Life Insurance and \$.25 for each \$1,000 of Supplemental Life Insurance.

The Rate Guarantee Period for Class 3 will be:
Basic Life Insurance

3 months

Supplemental Life Insurance

3 months

In all other respects, The [Policy] remains the same.]

RIDER: This rider, issued [June 1, 2010], forms a part of [Policy] Number [123456] issued to [ABC Policyholder]. It is effective [January 1, 2010]. It does not vary, waive, alter or extend any of the terms, conditions, or provisions of The [Policy], except as stated herein.

[Signed for **The Company**

Ricardo A. Anzaldua, Secretary

John C. Walters, President

]]

SERFF Tracking Number: HARL-126750295 State: Arkansas
 Filing Company: Hartford Life and Accident Insurance Company State Tracking Number: 46493
 Company Tracking Number: GBD-1200_GCF_50 STATE REDRAFT_2010_08
 TOI: H11G Group Health - Disability Income Sub-TOI: H11G.005 Combined Short Term and Long Term
 Product Name: GCF_AR_HLA_DI_GBD-1200 (10/08)_2010_50 State Redraft
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: AR_Readability_State Certification_DI POI_GBD-1200, 1000 (10-08)_HLA.pdf	Approved-Closed	11/08/2010

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: Not applicable to this filing. Comments:	Approved-Closed	11/08/2010

	Item Status:	Status Date:
Satisfied - Item: Disability Income Module List Comments: Attachment: AR_Module List_DI_GBD-1200 (10-08)_HLA.pdf	Approved-Closed	11/08/2010

	Item Status:	Status Date:
Satisfied - Item: Policy of Incorporation Forms List Comments: Attachment: AR_Forms List_POI_GBD-1000 (10-08)_HLA.pdf	Approved-Closed	11/08/2010

CERTIFICATION OF READABILITY

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Certification of Readability for Group Disability Income Insurance Policy and Policy of
Incorporation Form GBD-1200 (10/08) and Form GBD-1000 (10/08)

Form GBD-1200 (10/08)	40.5
Form GBD-1000 (10/08)	42.3

We hereby certify that the above form(s) meet(s) the minimum Flesch Reading Ease Base Score.



Dana S. MacKinnon
Vice President

August 11, 2010
Date

GROUP DISABILITY INCOME FORM and MODULE LIST		
Form #	Description	
Form GBD-1200 (10/08)	Face page	
Form PA-9394 (10/08)	Amendatory Rider	
Module #		
GBD-1200 A01 (10/08)	Table of Contents	
GBD-1200 B01 (10/08)	Schedule of Insurance	
GBD-1200 B02 (10/08)	Schedule of Insurance	
GBD-1200 B03 (10/08)	Schedule of Insurance	
GBD-1200 B04 (10/08)	Schedule of Insurance	
Module #	Eligibility and Enrollment	
GBD-1200 D01 (10/08)	Eligible Persons	
GBD-1200 D02 (10/08)	Eligibility for Coverage	
GBD-1200 D03 (10/08)	Enrollment	
GBD-1200 D04 (10/08)	Evidence of Insurability	
GBD-1200 D05 (10/08)	Change in Family Status	
Module #	Period of Coverage	
GBD-1200 E01 (10/08)	Effective Date	
GBD-1200 E02 (10/08)	Effective Date	
GBD-1200 E03 (10/08)	Effective Date	
GBD-1200 E04 (10/08)	Deferred Effective Date	
GBD-1200 E05 (10/08)	Deferred Effective Date	
GBD-1200 E06 (10/08)	Changes in Coverage	
GBD-1200 E07 (10/08)	Changes in Coverage	
GBD-1200 E08 (10/08)	Continuity From A Prior Policy	
GBD-1200 E09 (10/08)	Continuity From A Prior Policy	
GBD-1200 E10 (10/08)	Termination	
GBD-1200 E11 (10/08)	Termination	
GBD-1200 E12 (10/08)	Individual Grace Period	
GBD-1200 E13 (10/08)	Continuation Provisions	
GBD-1200 E14 (10/08)	Coverage while Disabled	
GBD-1200 E15 (10/08)	Coverage while Disabled	
GBD-1200 E16 (10/08)	Continuation Provisions	
GBD-1200 E17 (10/08)	Surviving Spouse Continuation	
GBD-1200 E18 (10/08)	Waiver of Premium	
GBD-1200 E19 (10/08)	Waiver of Premium	
GBD-1200 E20 (10/08)	Strike or Labor Dispute Waiver of Premium Provision	
GBD-1200 E21 (10/08)	Extension of Benefits for Disability	
GBD-1200 E22 (10/08)	Conversion Right	
GBD-1200 E23 (10/08)	How do I convert my coverage?	
GBD-1200 E24 (10/08)	Conversion Right	
GBD-1200 E25 (10/08)	Reinstatement after Military Service	
Module #	Benefits	
GBD-1200 F01 (10/08)	Disability Benefit	
GBD-1200 F02 (10/08)	Accident Total Disability Benefit	
GBD-1200 F03 (10/08)	Accident Total Disability Benefit	
GBD-1200 F04 (10/08)	Disability Benefit	
GBD-1200 F05 (10/08)	Mental Illness And Substance Abuse Benefits	
GBD-1200 F06 (10/08)	Substance Abuse Limitation	
GBD-1200 F07 (10/08)	Recurrent Disability	
GBD-1200 F08 (10/08)	Recurrent Disability	
GBD-1200 F09 (10/08)	Recurrent Disability	
GBD-1200 F10 (10/08)	Multiple Causes	
GBD-1200 F11 (10/08)	Calculation of Monthly Benefit	
GBD-1200 F12 (10/08)	Calculation of Monthly Benefit	
GBD-1200 F13 (10/08)	Calculation of Monthly Benefit	
GBD-1200 F14 (10/08)	Calculation of Monthly Benefit	
GBD-1200 F15 (10/08)	Minimum Monthly Benefit	

GBD-1200 F16 (10/08)	Partial Month Payment	
GBD-1200 F17 (10/08)	Denial of Social Security Benefits	
GBD-1200 F18 (10/08)	Termination of Payment	
GBD-1200 F19 (10/08)	Termination of Payment	
GBD-1200 F20 (10/08)	Disabled and Working Benefits	
GBD-1200 F21 (10/08)	Disabled and Working Benefits	
GBD-1200 F22 (10/08)	Disabled and Working Benefits	
GBD-1200 F23 (10/08)	Disabled and Working Benefit	
GBD-1200 F24 (10/08)	Rehabilitative Employment Benefit	
GBD-1200 F25 (10/08)	Family Care Credit Benefit	
GBD-1200 F26 (10/08)	Cost-Of-Living Adjustment	
GBD-1200 F27 (10/08)	Survivor Income Benefit	
GBD-1200 F28 (10/08)	Extended Earnings Protection Benefit	
GBD-1200 F29 (10/08)	Workplace Modification Benefit	
GBD-1200 F30 (10/08)	Pension Contribution Benefit	
GBD-1200 F31 (10/08)	Infectious And Contagious Disease Benefit	
GBD-1200 F32 (10/08)	Minimum Indemnities for Specified Injuries Benefit	
GBD-1200 F33 (10/08)	Hospital Income Benefit	
GBD-1200 F34 (10/08)	Ability Plus Benefit	
GBD-1200 F35 (10/08)	Automatic Increase Benefit Option	
GBD-1200 F36 (10/08)	Business Office Overhead Expense Benefit	
GBD-1200 F37 (10/08)	Critical Illness Benefit	
GBD-1200 F38 (10/08)	Critical Illness Definitions	
GBD-1200 F39 (10/08)	Accidental Death And Dismemberment Benefit	
GBD-1200 F40 (10/08)	Accidental Dismemberment and Loss of Sight Benefit	
GBD-1200 F41 (10/08)	Business Protection Benefit	
GBD-1200 F42 (10/08)	Cafeteria Plan Election Restriction	
GBD-1200 F44 (10/08)	Rehabilitation Bonus	
Module #	Exclusions and Limitations	
GBD-1200 G01 (10/08)	Exclusions	
GBD-1200 G02 (10/08)	Exclusions	
GBD-1200 G03 (10/08)	Pre-Existing Condition Limitation	
GBD-1200 G04 (10/08)	Pre-Existing Condition Limitation	
Module #	General Provisions	
GBD-1200 H01 (10/08)	Notice of Claim	
GBD-1200 H02 (10/08)	Claim Forms	
GBD-1200 H03 (10/08)	Proof of Loss	
GBD-1200 H04 (10/08)	Additional Proof of Loss	
GBD-1200 H05 (10/08)	Sending Proof of Loss	
GBD-1200 H06 (10/08)	Claim Payment	
GBD-1200 H07 (10/08)	Claim Payment	
GBD-1200 H08 (10/08)	Claims to be Paid	
GBD-1200 H09 (10/08)	Claim Denial	
GBD-1200 H10 (10/08)	Claim Appeal	
GBD-1200 H11 (10/08)	Social Security	
GBD-1200 H12 (10/08)	Benefit Estimates	
GBD-1200 H13 (10/08)	Overpayment	
GBD-1200 H14 (10/08)	Overpayment Recovery	
GBD-1200 H15 (10/08)	Subrogation	
GBD-1200 H16 (10/08)	Reimbursement	
GBD-1200 H17 (10/08)	Legal Actions	
GBD-1200 H18 (10/08)	Insurance Fraud	
GBD-1200 H19 (10/08)	Misstatements	
GBD-1200 H20 (10/08)	Policy Interpretation	
GBD-1200 H21 (10/08)	Physical Examinations and Autopsy	
GBD-1200 H22 (10/08)	Assignment	
Module #	Definitions	
GBD-1200 C01 (10/08)	Actively at Work	

GBD-1200 C02 (10/08)	Actively at Work	
GBD-1200 C03 (10/08)	Active Employee	
GBD-1200 C04 (10/08)	Age	
GBD-1200 C05 (10/08)	Any Occupation	
GBD-1200 C06 (10/08)	Bonuses	
GBD-1200 C07 (10/08)	Commissions	
GBD-1200 C08 (10/08)	Complications of Pregnancy	
GBD-1200 C09 (10/08)	Current Monthly Earnings	
GBD-1200 C10 (10/08)	Disabled and Working	
GBD-1200 C11 (10/08)	Disability or Disabled	
GBD-1200 C12 (10/08)	Disability or Disabled	
GBD-1200 C13 (10/08)	Disability or Disabled	
GBD-1200 C14 (10/08)	Disability or Disabled	
GBD-1200 C15 (10/08)	Disability or Disabled	
GBD-1200 C16 (10/08)	Elimination Period	
GBD-1200 C17 (10/08)	Employer	
GBD-1200 C18 (10/08)	Essential Duty	
GBD-1200 C51 (10/08)	Evidence of Insurability	
GBD-1200 C19 (10/08)	Indexed Pre-disability Earnings	
GBD-1200 C20 (10/08)	Injury	
GBD-1200 C21 (10/08)	Mental Illness	
GBD-1200 C22 (10/08)	Monthly Benefit	
GBD-1200 C23 (10/08)	Monthly Income Loss	
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GBD-1200 C25 (10/08)	Outpatient Surgical Procedure	
GBD-1200 C26 (10/08)	Participating Employer	
GBD-1200 C27 (10/08)	Physician	
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GBD-1200 C34 (10/08)	Prior Policy	
GBD-1200 C35 (10/08)	Regular Care of a Physician	
GBD-1200 C36 (10/08)	Rehabilitation	
GBD-1200 C37 (10/08)	Rehabilitative Employment	
GBD-1200 C38 (10/08)	Related	
GBD-1200 C39 (10/08)	Retirement Plan	
GBD-1200 C40 (10/08)	Sickness	
GBD-1200 C41 (10/08)	Spouse	
GBD-1200 C42 (10/08)	Substance Abuse	
GBD-1200 C43 (10/08)	The Policy	
GBD-1200 C44 (10/08)	Tips and Tokens	
GBD-1200 C45 (10/08)	Total Disability or Totally Disabled	
GBD-1200 C46 (10/08)	Total Disability or Totally Disabled	
GBD-1200 C47 (10/08)	Trust	
GBD-1200 C48 (10/08)	We, Our, or Us	
GBD-1200 C49 (10/08)	Your Occupation	
GBD-1200 C50 (10/08)	You or Your	

	GROUP POLICY OF INCORPORATION FORMS LIST	
Form #	Description	USE
Form GBD-1000 A (10/08)	Policy Face Page	Disability Income, Life
Form GBD-1000 B.1 (10/08)	Schedule of Insurance - Eligibility	Disability Income
Form GBD-1000 B.2 (10/08)	Schedule of Insurance - Eligibility	Life
Form GBD-1000 C.1 (10/08)	Schedule of Insurance - Benefits	Disability Income
Form GBD-1000 C.2 (10/08)	Schedule of Insurance - Benefits	Disability Income
Form GBD-1000 C.3 (10/08)	Schedule of Insurance - Benefits	Life
Form GBD-1000 C.5 (10/08)	Schedule of Insurance	Disability Income, Life
Form GBD-1000 D.1 (10/08)	Premium Provisions	Disability Income, Life
Form GBD-1000 D.2 (10/08)	Premium Provisions	Disability Income, Life
Form GBD-1000 D.3 (10/08)	Premium Provisions	Disability Income, Life
Form GBD-1000 D.4 (10/08)	Premium Schedule	Disability Income, Life
Form GBD-1000 E.1 (10/08)	Participating Entities	Disability Income, Life
Form GBD-1000 E.2 (10/08)	Participating Entities	Disability Income, Life
Form GBD-1000 F.1 (10/08)	Policy Provisions	Disability Income, Life
Form GBD-1000 F.2 (10/08)	Policy Provisions	Disability Income, Life
Form GBD-1000 G.1 (10/08)	Incorporation Provision	Disability Income, Life
Form GBD-1000 G.2 (10/08)	Policy Modification	Disability Income, Life